

STATE OF INDIANA)
)
COUNTY OF MARION)

SS:

IN THE MARION SUPERIOR COURT

CAUSE NO. _____

STATE OF INDIANA,

Plaintiff,

v.

INDY FITNESS, INC.,
and BRIAN LINDO

Defendants.

490070408PL001624

FILED

115 AUG 30 2014
Deputy Clerk
CLERK OF THE
MARION CIRCUIT COURT

**COMPLAINT FOR INJUNCTION, RESTITUTION, COSTS,
AND CIVIL PENALTIES**

The State of Indiana, by Attorney General Steve Carter and Deputy Attorney General Eric Jackson, petitions the court pursuant to the Indiana Deceptive Consumer Sales Act, Indiana Code §24-5-0.5-1 *et seq.*, the Health Spa Services Act, Indiana Code §24-5-7-1 *et seq.* for injunctive relief, consumer restitution, civil penalties, investigative costs and other relief.

PARTIES

1. The Plaintiff, State of Indiana is authorized to bring this action and to seek injunctive and other statutory relief pursuant to Ind. Code § 24-5-0.5-4(c) and Ind. Code § 24-5-7-17.

2. The Defendant, Indy Fitness, Inc. (Indy Fitness), was an Indiana corporation that operated a health spa facility located at 6355 W. Haven Drive, Indianapolis, Indiana.

3. Since at least May 2002 Defendant, Brian Lindo was the sole officer, shareholder and agent of Indy Fitness Inc.

4. On April 24, 2004, Indy Fitness was administratively dissolved by the Indiana Secretary of State's Office.

FACTS

5. As alter ego of Indy Fitness, Brian Lindo has been conducting, managing and controlling the affairs of the corporation as if it were his own business, and he has used Defendant corporation for the purpose of deceiving consumers as hereinafter set forth.

6. The Defendants entered into or renewed health spa contracts with the following consumers on the following dates, and for the following terms:

<u>CONSUMER</u>	<u>DATE</u>	<u>PRICE</u>	<u>Length</u>
Tim Starkey	11/26/01	\$576.00	24 months
Ron Elkins	7/9/02	\$223.00	24 months
Gabrielle Bovenzi	7/13/02	\$223.00	24 months
Michael Schmidt	7/16/02	\$223.00	24 months
Glenda Plummer	1/03/02	\$ 99.00	12 months
Diana Jones	9/01/02	\$ 99.00	12 months
Sandra Nichols	9/30/02	\$234.00	24 months
Adam Jones	10/03/02	\$180.00	12 months
Keith & Angela Hanson	10/17/02	\$470.00	12 months
Jim Louck	10/28/02	\$180.00	12 months
Cindy Anderson	11/05/02	\$ 99.00	12 months

Janet Fullen	11/15/02	\$350.00	12 months
Gene Reed	12/09/02	\$ 99.00	12 months
David Boyles	12/11/02	\$406.00	12 months

Contracts are attached and incorporated as exhibits "A - K".

7. On or about November 30, 2002 the Defendants ceased operating the health spa facility at 6355 W. Haven Drive, Indianapolis, Indiana.

8. On or about December 16, 2002 Motivation Fitness Inc. began to operate the health spa facility located at 6355 W. Haven Drive, Indianapolis, Indiana.

9. Motivation Fitness Inc did not honor the Indy Fitness contracts and would not allow the consumers identified in paragraph 6 to use the health spa facility located at 6355 W. Haven Drive, Indianapolis, Indiana, unless they signed a new contract with Motivation Fitness Inc.

10. As a result, the services and use of the facility for which the consumers contracted with the Defendants for were no longer available.

11. The Defendants have not refunded the consumers any money for the unused portions of the contracts.

12. The Defendants did not offer the consumers the opportunity to complete the remaining months of their contracts at another health spa facility owned, controlled, affiliated with, or operated by the Defendants.

COUNT I - VIOLATIONS OF THE HEALTH SPA SERVICES ACT

13. The Plaintiff realleges and incorporates by reference the allegations contained in paragraphs 1 through 12 above.

14. Defendants are "sellers" as defined by Ind. Code § 24-5-7-1.

15. The contracts referred to in paragraph 6 above are for "health spa services" as defined by Ind. Code § 24-5-7-1.

16. The consumers identified in paragraph 6 above are "buyers" as defined by Ind. Code § 24-5-7-1.

17. The Defendants' failure to give a proportional refund or offer the buyers the opportunity to complete the remaining months of their contracts at another health spa facility, as set forth in paragraph 6, 11 & 12 above, violates Ind. Code §24-5-7-16.5.

18. In accordance with Ind. Code § 24-5-7-17 the Defendants' violations of Indiana's Health Spa Services Act, Ind. Code 24-5-7-1 et seq. are violations of Indiana's Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-1 et seq.

COUNT II - KNOWING AND INTENTIONAL VIOLATIONS OF
THE HEALTH SPA SERVICES ACT

19. The Plaintiff realleges and incorporates by reference the allegations contained in paragraphs 1 through 18 above.

20. The Defendants' violations of Indiana's Health Spa Services Act, referred to in paragraphs 5-12 above, were done with knowledge and intent to deceive.

IRREPARABLE HARM

The deceptive acts set forth above will continue and will cause irreparable injury unless the Defendants are enjoined from engaging in further conduct which violates Ind. Code § 24-5-7-1 et seq., and § 24-5-0.5-1 et seq.

RELIEF

WHEREFORE, the Plaintiff, State of Indiana, requests the Court enter judgment against the Defendants for a permanent injunction enjoining the Defendants from closing a health spa facility if they:

A. fail to provide the purchaser a refund based upon the total consideration proportional to the elapsed time portion of the contract at the time of unavailability, when the health spa's facilities or service described in the contract are no longer provided before full receipt of the services or use of the facilities for which the buyer contract, unless the Defendants:

1) offer the buyer the option of a proportional refund or to choose to complete the unused portion of the contract, including renewal periods, at another location that is owned, controlled, affiliated with, or operated by the Defendants. Any such modification of the contract must be in writing.

AND WHEREFORE, the Plaintiff, State of Indiana, further requests the Court to enter judgment against the Defendants for the following relief:

a. cancellation of the health spa contracts, including but not limited to those identified in paragraph 6 above, pursuant to Ind. Code §24-5-0.5-4(d);

b. consumer restitution pursuant to Ind. Code §24-5-0.5-4(c)(2), including but not limited to those consumers identified in paragraph 6, for the pro-rated amount of the unused portions of their contracts;

c. costs pursuant to Ind. Code §24-5-0.5-4(c)(3), awarding the Office of the Attorney General its reasonable expenses incurred in the investigation and prosecution of this action;

d. civil penalties pursuant to Ind. Code § 24-5-0.5-4(g), for the

Defendants' knowing violations of the Health Spa Services Act, in the amount of five hundred dollars (\$500.00) per violation, payable to the State of Indiana;

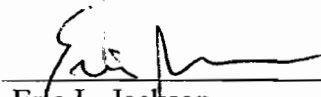
e. civil penalties pursuant to Ind. Code § 24-5-0.5-8, for the Defendants' intentional violations of the Health Spa Services Act, in the amount of five hundred dollars (\$500.00) per violation, payable to the State of Indiana; and

f. all other just and proper relief.

Respectfully submitted,

STEVE CARTER
Attorney General of Indiana
Atty. No. 4150-64

By:


Eric L. Jackson
Deputy Attorney General
Atty. No. 19415-49

Office of Attorney General
Indiana Government Center South
302 W. Washington, 5th Floor
Indianapolis, IN 46204
Telephone: (317) 233-3987

20107

Fitness

For office use only:
Minimum Required Date 11/21/01
EFT Paid 17 Paid 14

Club Membership Agreement

Member Information

Name: Timothy R. S. B. 2004

Address: [Redacted]

City: [Redacted] State: [Redacted] Zip: [Redacted]

Phone (Home): [Redacted] Business: [Redacted]

Place of Business/Employment: [Redacted]

Birthdate: [Redacted] Sex: [Redacted]

Emergency Name: [Redacted] Phone: [Redacted]

Spouse Name: [Redacted] Birthdate: [Redacted]

7 DAY AMBASSADOR SPONSORSHIPS:

1. Name: [Redacted] Phone: [Redacted]
2. Name: [Redacted] Phone: [Redacted]
3. Name: [Redacted] Phone: [Redacted]
4. Name: [Redacted] Phone: [Redacted]

Membership Information

Type: [Redacted] Status: [Redacted]
Lifestyle: [Redacted] Individual: [Redacted]
Plus: [Redacted] Couple: [Redacted]
Corporate: [Redacted] Family: [Redacted]
Other: [Redacted] Junior: [Redacted]
Other: [Redacted]

P1F
18 months

Schedule of Payments
1. Initiation Fee \$ [Redacted]
2. Pro-Ration of existing month \$ [Redacted]
3.131 Card Fee \$ [Redacted]
4. Last Month Payment \$ [Redacted]
5. Unpaid Initiation Fee \$ [Redacted]
6. Membership Fee \$ [Redacted]
7. Total of \$ 4,322.00 \$ [Redacted]
8. Total Amount Financed (Unpaid Balance) \$ [Redacted]
9. Finance Charge \$ [Redacted]
10. Annual Percentage Rate % [Redacted]
Payment of Initiation Fee
Cash at time of signing \$ [Redacted]
Balance Due on 1/30 \$ [Redacted]

11-26-01 to
11-26-03

Terms of Contract

- A. The undersigned Member agrees to accept a membership at "The Club" which membership shall entitle said Member to the use of all facilities at the club at all times that such facilities are regularly made available to Members, except those specifically set out in the Rules & Regulations of The Club.
- B. The total membership dues of \$ [Redacted] shown herein is payable in [Redacted] monthly payments of \$ [Redacted] commencing on [Redacted] and on the same date of each month thereafter until fully paid. Upon expiration of the term of this agreement, the Club may adjust the monthly dues. Member shall pay installments of the time balance (amount financed), which means the amount of credit provided to member, together with any and all such other sums as are herein agreed to be paid to the Club at its address, etc.
Notice to The Member:
1. Do not sign this agreement before you read it or if it contains any blank spaces.
2. You are entitled to an exact copy of the agreement you sign.
- C. A Late Charge of \$10.00 per month will be assessed for each month that your payment is late.
- D. PAYMENT AUTHORIZATION: I authorize my bank to make my payment by the method indicated below, and post it to my account.
- E. ☒ CHECKING (Make by Checking Account Authorization, Although a Voided Check)
☐ MASTERCARD
☐ VISA
☐ OTHER

ACCOUNT # [Redacted] Expiration Date [Redacted]

I understand that I am in full control of my payment, and if at any time I decide to make any changes or discontinue the EFT service, I will write the above named company. Change of payment method will not affect other provisions and terms of my agreement, but balance of agreement must be paid in full.

BANK NAME [Redacted] Address/City/State/Zip [Redacted]

- F. The Member must terminate his or her membership after the expiration of the term set forth above by notifying the Club in writing sixty (60) days prior to the termination date and paying off amounts then owed to the Club in full. Notice of termination may be given in writing by registered mail or by completing forms in the Club's business office.
- G. Unless the member terminates his or her membership as set forth in the preceding paragraph, the membership will be automatically renewed on a month-to-month basis at the expiration of the term set forth above. The Member will be obliged to pay monthly dues, regardless of whether he or she uses the Club facilities, until sixty (60) days after the Club has received written notice of termination.
- H. In the event of default, if this obligation is referred to an attorney, and/or collection agency, the Member agrees to pay, over and above his initiation fee, reasonable Club's attorneys fees, court costs and costs of collection.
- I. By the use of the facilities of Indy Fitness, the Member expressly agrees that Indy Fitness shall not be liable for any damages arising from personal injuries sustained by the Member or his guest(s) in, or about the property. Member assumes full responsibility for any injuries, damages or losses which may occur to Member or guest, in or about the premises of said facilities and does hereby fully and forever release and discharge Indy Fitness owners, employees, and agents from any and all claims, demands, damages, rights of action, or causes of action, present or future, whether the same be known or unknown, anticipated or unanticipated, resulting from or arising out of the Member's or his guest's use or intended use of the said facilities and equipment thereof provided, however, that nothing contained shall release or discharge Indy Fitness from its negligence or the negligence of its employees, or officers.
- J. Member warrants, represents, and agrees that Member is in good physical condition and that he has no disability, impairment or ailment preventing him from engaging in active or passive exercise that will be determined to be in his health, safety, comfort or physical condition if he tries to engage in participation. It is recommended that everyone consult their physician before beginning any exercise program.
- K. Member shall not be relieved of his obligation to make any payment hereto agreed to and no deduction or allowance from said payments shall be made, by reason of the absence or withdrawal of Member from Membership, or by reason of Member's failure to attend or use the facility except as permitted under Indy Fitness's cancellation policy.
- L. The undersigned has received, read, understands and agrees to abide by and cause family members and guests to abide by the rules & regulations of Indy Fitness as they now exist and as they may from time to time be amended or supplemented.
- M. This agreement is NOT assignable or transferable by the member without the specific agreement & approval of Indy Fitness.
- N. This agreement is executed in the State of Indiana and shall be interpreted in accordance with the Law of the State of Indiana. If any particular provision of this agreement shall be deemed invalid, the same shall not affect the balance of this agreement and the remaining provisions thereof.
- O. That due to the fact that damages under this agreement are difficult to ascertain, that parties mutually agree that in the event of a default, Indy Fitness is entitled to receive the entire agreement balance due as liquidated damages plus all delinquency fees and reasonable attorney fees as provided herein.
- P. (1) You have the right to cancel this contract at any time before midnight of the third business day after the date of the contract. To cancel this contract you must deliver a written cancellation notice in person or by certified or registered mail to Indy Fitness Center, 6020 Crawfordsville Road Speedway, Indiana 46224. Your membership card must accompany the cancellation notice. If you cancel your membership under this provision, you will receive a full refund within thirty (30) days of the date the notice is received by Indy Fitness.
(2) The contract may also be cancelled if one of the following occurs:
A. Your death.
B. You become totally physically disabled for the duration of the contract.
C. Indy Fitness is moved to a location more than five (5) miles from its current facility.
D. The contract services are no longer available because Indy Fitness permanently discontinues its operation.
To cancel the contract for one of these four (4) reasons, you or your representative must deliver a written notice as stated above. You will receive a refund within thirty (30) days of the receipt of the cancellation notice, but Indy Fitness may retain that portion of the contract price which represents service used or completed plus reimbursement for the expenses incurred in amount not to exceed twenty-five (25%) of the total membership amount. Under no circumstances may Indy Fitness demand more than the full contract price.

Indy Fitness Representative: [Signature] Mbr 1 (Guarantor): [Signature]
Mbr 2 (Guarantor): [Signature]

STATE'S
EXHIBIT
A



INDIAN. RETAIL INSTALLMENT CONTRACT

21811

Date of Contract: <u>7-9-02</u>		BUYER refers to all persons signing this Contract as Buyer (called You, Your and Yours):	
CREDITOR (called Seller or We, Us and Our):		NAME AND ADDRESS:	
NAME AND ADDRESS:		NAME AND ADDRESS:	
INDY FITNESS CENTER			
Name		Buyer's Name	
6355 WEST HAVEN DR.			
Address		Buyer's Address City State and Zip	
INDIANAPOLIS, IN 46254			
City State Zip Code		Co-Buyer's Name	
		City State and Zip	

Buyer's Last Name	First	M.I.	Date of Birth	Age	Social Security No.	# Dependents Besides Self	Home Phone No.
Elkins	Ron	D		51			
Street Address	City	State	Zip Code	How Long	<input type="checkbox"/> Renting <input type="checkbox"/> Buying <input type="checkbox"/> Boarding Pmt. \$	Paid To:	
Previous Address Totalling at Least 3 Years							
Employer & Address				How Long	Net Monthly Salary	Telephone	Occupation
Meth. Hospital Clarian					\$		Respiratory Therapist
Previous Employer if less than 3 years				How Long	IMPORTANT - You need not disclose alimony, child support or separate maintenance income if you do not wish to have it considered as basis for repayment.		
2 Credit References (Location and Acct. No. Required)							
Co-Buyer's Last Name	First	M.I.	Date of Birth	Age	Social Security No.	# Dependents Besides Self	Home Phone No.
Street Address	City	State	Zip Code	How Long	<input type="checkbox"/> Renting <input type="checkbox"/> Buying <input type="checkbox"/> Boarding Pmt. \$	Paid To:	
Previous Address Totalling at Least 3 Years							
Employer & Address				How Long	Net Monthly Salary	Telephone	Occupation
					\$		
Previous Employer if less than 3 years				How Long	IMPORTANT - You need not disclose alimony, child support or separate maintenance income if you do not wish to have it considered as basis for repayment.		
2 Credit References (Location and Acct. No. Required)							
Bank or Credit Union Account	Acct. #	Close Relative	Address				
<input type="checkbox"/> Checking <input type="checkbox"/> Savings		Ruth Elkins					

DISCLOSURE OF YOUR CREDIT COSTS

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including your downpayment of \$ _____ is \$ _____
%	\$	\$	\$	\$
Your payment schedule: Payments of \$ _____ are due on the _____ day of each month beginning _____, 20____.				
LATE CHARGE: If we do not receive your payment within 10 days after the date it is due, we may charge you the lesser of 5% of the unpaid amount of your Payment or \$13.00.				
PREPAYMENT: If you pay off early, you may be entitled to a refund or part of the finance charge.				
See the other provisions of your Retail Installment Contract for additional information about non-payment, default, any required repayment in full before the scheduled date, and prepayment refunds.				

ITEMIZATION OF AMOUNT FINANCED

- (A) \$ 223.00 Cash Price-Including Taxes
(B) \$ 223.00 Credited Toward Cash Price
(C) \$ 0 Amount Financed

CONTRACT COVERAGE: We sell and you buy the services which shall be available upon your signing this Contract:

Spa Membership: renewal
Type: lyc get lyc
Term: 8-15-02 to 8-15-04
Persons Covered: 1

PROMISE TO PAY: YOU PROMISE TO PAY THE TOTAL OF PAYMENTS ACCORDING TO YOUR PAYMENT SCHEDULE SHOWN ABOVE.

ADDITIONAL TERMS AND CONDITIONS OF THIS RETAIL INSTALLMENT CONTRACT ARE ON THE BACK.

YOU CONFIRM RECEIVING A COMPLETED COPY OF THIS CONTRACT WITH DISCLOSURES OF YOUR CREDIT COSTS.

BUYER'S RIGHT TO CANCEL: IF YOU WISH TO CANCEL THIS CONTRACT, YOU MUST DO SO IN WRITING. THE NOTICE MUST SAY THAT YOU DO NOT WISH TO BE BOUND BY THE CONTRACT AND MUST BE SENT CERTIFIED OR REGISTERED MAIL OR DELIVERED TO THE SELLER BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER YOU SIGN THIS CONTRACT. (THE SPA LAW CONSIDERS SATURDAY A BUSINESS DAY). YOU MUST RETURN WITH THE NOTICE ALL CONTRACTS, MEMBERSHIP CARDS AND OTHER DOCUMENTS OR EVIDENCE OF MEMBERSHIP.

SHOULD THE BUYER CANCEL THIS CONTRACT: ALL MONEY PAID PURSUANT TO SAME SHALL BE REFUNDED WITHIN THIRTY (30) DAYS OF THE RECEIPT OF THE NOTICE OF CANCELLATION, AND IN ADDITION IF THE BUYER HAS EXECUTED ANY CREDIT OR LOAN AGREEMENT TO PAY FOR ALL OR PART OF THE CANCELLED HEALTH SPA SERVICES THAT AGREEMENT SHALL BE CANCELLED AND THE ORIGINAL RETURNED TO THE BUYER WITHIN THIRTY (30) DAYS OF RECEIPT OF THE NOTICE OF CANCELLATION.

YOU OR YOUR ESTATE MAY ALSO CANCEL THIS CONTRACT IF: (A) YOU DIE; (B) YOU BECOME TOTALLY PHYSICALLY DISABLED FOR THE REST OF THE CONTRACT; (C) THE HEALTH SPA FACILITY IS MOVED TO A LOCATION MORE THAN 5 MILES FROM ITS ORIGINAL LOCATION; (D) THE SERVICES YOU BOUGHT ARE NO LONGER AVAILABLE BECAUSE WE PERMANENTLY DISCONTINUED OUR OPERATIONS. WE MAY REQUIRE AND VERIFY REASONABLE PROOF OF YOUR TOTAL PHYSICAL DISABILITY OR DEATH. IF YOU CLAIM YOU ARE TOTALLY DISABLED, WE MAY REQUIRE A PHYSICAL EXAMINATION AT OUR EXPENSE BY A DOCTOR AGREEABLE TO BOTH YOU AND US. IF YOU CANCEL FOR ANY OF THESE REASONS, WE MAY KEEP THE PART OF THE TOTAL PRICE REPRESENTING SERVICES YOU HAVE RECEIVED PLUS ANY EXPENSES WE INCURRED UP TO 25% OF THE TOTAL CONTRACT PRICE.

STATE'S
EXHIBIT

B(1642)

Elizabeth Hohnaple
Seller's Signature

Ron Elkins
Buyer's Signature

Co-Buyer's Signature

SPA RULES AND REGULATIONS

SERVICES: The Buyer(s), agrees to purchase the following described services including but not limited to the following: Use of exercise equipment, wet room facilities, dressing facilities and logging facilities. Seller agrees to provide the foregoing, however, reserves the right to add to, delete from, or change services and/or facilities at the Seller's discretion.

TRANSFER OF MEMBERSHIP: This membership may not be sold or transferred to another person or party.

SIGNING IN: All members upon entering the Spa are required to sign in. Members must present membership card and other suitable identification as requested by Spa personnel in order to gain entrance.

GUEST PRIVILEGES: Members are invited to bring or send their friends to the Spa for a complimentary trial and figure/fitness analysis as the member's guest without cost or obligation. Member can bring or send in as many guests as they like. However, the same friend may not come in as a guest more than one time. All guests must register at the desk and be under the complete supervision and guidance of an instructor. Absolutely no one under 18 years of age is allowed guest privileges unless accompanied by parent or guardian.

EXERCISE CLOTHING: Women: Leotards, slacks, tights or any other suitable apparel that will not restrict freedom of movement. Men: Gym trunks and T-shirt or sweat suit. White sweat socks or soft soled gym shoes must be worn at all times in exercise area. No other type of clothing will be permitted without specific approval of the Spa manager. Swim suits and loose fitting shorts are not allowed in the exercise area. Swim trunks and swim suits must be worn in Spa area. Member must shower before entering Spa area. Member must dry thoroughly before leaving Spa area prior to entering locker room.

COURSE INSTRUCTION: All programs are outlined during the member's first 3 visits. Member understands and agrees to follow programs without constant supervision.

SAFETY FIRST REGULATIONS: Do not start a machine until in position and then follow treatment exactly as prescribed by the instructor. Absolutely no smoking in the exercise, or locker, or pool area. Smoking permitted only in the lobby. No drinks or foods of any sort will be taken past the lobby.

TIME USE OF EQUIPMENT: Member agrees to follow the designated time use of all machines exactly as they are instructed. This rule will be strictly enforced. Members should limit time in sauna and whirlpool to maximum of 3 minutes or as per instruction. This is for your protection. The Spa will not be liable for anyone who misuses the facilities.

EQUIPMENT MALFUNCTIONS: Member understands that equipment may from time to time be out of order. When special factory parts must be ordered, some units may be out of order for a few days. When this occurs member agrees to follow a regulated substitute program.

USE OF FACILITIES BY MEMBERS: Facilities, equipment, Spa locations, hours, service, rules, regulations, and policies are subject to change without notice at the sole discretion of the Spa and member agrees to accept such change as condition for receiving this membership. All Spas will be closed Sundays, Holidays, and may be for ten days annual major maintenance.

LOST MEMBERSHIP CARD: There is a five dollar (\$5.00) charge to cover cost of replacing a membership card.

LOST OR STOLEN ARTICLES: It is hereby understood and agreed that it is the member's sole responsibility to provide a padlock and to lock all personal property. All locks must be removed from the lockers daily. All locks not removed will be cut off. It is further understood and agreed that the Spa, its Directors, Officers, Agents, and Employees are not responsible for lost or stolen articles, clothing or any other personal property.

CONDUCT OF MEMBER: A member who loans a membership card to a non-member is subject to suspension from the Spa. Member understands and agrees that member is subject to the control and guidance of the Spa Staff while in the Spa and will follow instructions of the Spa personnel. Member agrees to behave in quiet, well-mannered fashion while in the Spa and reserve all criticism of any kind about members, guest, or Spa personnel until in private office with Spa manager. Member agrees not to abuse or mis-use Spa equipment. Membership may be revoked for reasons of intentionally breaking membership and regulations or general undesirable behavior. Judgment of such unusual circumstances shall be solely at the discretion of the Spa management. If membership is revoked for any of the above reasons there will be no refund of amounts paid or waiver of amounts owing. No personal phone calls are allowed on the office phone. Members must use pay phone for personal calls.

UNAVAILABILITY: Seller reserves the right to close or move any facility and transfer memberships to any Spa within five (5) miles from its original location. Should the designated Spa where member enrolled be unavailable for member's use due to damage by fire, act of God, catastrophe or accident, or any other reason beyond the control of the Spa, term and basic membership periods specified will be extended to period equal to the time of such unavailability.

ACCIDENTS: Member acknowledges that the Spa has neither made claims as to medical results nor suggested medical treatment to member. It is expressly agreed that all exercise and treatments and use of all facilities shall be undertaken at the member's own risk, and the member represents that he is physically able to undertake any and all physical exercise and treatments provided. The Spa shall not be liable for any claims or demands, injuries, damages, actions, or causes of action whatsoever to member or property arising out of or connected with the use of any of the services and/or facilities. Member does hereby expressly forever release and discharge the Spa attended and/or any of their affiliated companies of any accident and from all acts of active or passive negligence on the part of such company, corporation or employees. In the case of any accident, member hereby consents to be examined at his expense by a licensed physician who shall report in writing to both parties and member expressly waives any medical privilege.

DEATH: In the event of a member's death, one member of the immediate family may assume the remainder of the original membership term and also any payment of any unpaid monies owed.

MEMBERSHIP TIME EXTENSION: A member may be granted an extension of a non-renewable membership for that period of time (minimum 30 day absence) when they were unable to use the Spa due to illness, etc. The member must send a letter and the membership card along with a \$5.00 handling fee to the seller at the address on their contract copy. When the member is again able to make use of the facilities notify the seller and a new membership card will be sent with an expiration date reflecting the added time. If not reactivated sooner, all membership time extensions will expire in 90 days, which will be the maximum time allowed per year.

AFFILIATES: The Spa is a member of both Allied Health Association and International Physical Fitness Association both of which have fitness centers world wide that will honor affiliated Spa memberships. Both AHA and IPFA will honor the original membership time (Maximum of two (2) years).

MEMBERSHIP RELOCATION: To qualify for relocation, the member must move fifty (50) or more miles radius from the original Spa and should a member permanently relocate to an area more than a fifty (50) mile radius from an affiliated Spa the seller will consider a cancellation of membership. The following are required: A) Verifiable documentation of members new residence. B) Members membership card. C) A \$75.00 cancellation fee. D) All financed accounts for memberships must be current on payments. When the four (4) conditions are met the seller will cause to be cancelled both the membership and any monies due the financing source on the original membership.

ADDITIONAL TERMS AND CONDITIONS

PAYMENT IN ADVANCE: You may prepay all of the amount you still owe at any time. If you do, we will refund any unearned finance charge using the Rule of 78ths, subject to a minimum retention of \$5.00 if the Amount Financed is \$75.00 or less, and \$7.50 if the Amount Financed is more than \$75.00, and we do not earn these respective amounts at the time you prepay. We need not make any finance charge refund of less than \$1.00.

DEFAULT: You are in default if:

- (a) You fail to make any payment when it comes due;
- (b) You make a false statement on your credit application.

LIMITATIONS ON WARRANTIES: There are no warranties or representations, unless:

- (a) We give you a written warranty in connection with this Contract; or
- (b) We give you a service contract within 90 days from the date of this Contract.

LATE CHARGE: If we do not receive your payment within 10 days after the date it is due, we may charge you the lesser of 5% of the unpaid amount of your Payment or \$13.00.

ACCELERATION: If you default, we can demand immediate payment of the entire amount you owe minus the part of the finance charge we have not earned figured by the Rule of 78ths Rotund Method. We shall also have the right to keep a minimum Finance Charge of \$5.00 if the Amount Financed is \$75.00 or less, and \$7.50 if the Amount Financed is more than \$75.00, and we do not earn these respective amounts at the time of acceleration. We need not make any finance charge refund of less than \$1.00.

LAW APPLICABLE: Indiana State law governs this Contract.

ATTORNEY'S FEES: If we give this Contract to an attorney for collection, you shall pay reasonable attorney's fees.

INTEREST AFTER MATURITY: After maturity of this Contract, you shall pay interest on any unpaid balance of the Total of payments remaining, at the maximum annual percentage rate allowed by the Uniform Commercial Code enacted by the state of Indiana on 10-1-71.

NOTICE:

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER, BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

ASSIGNMENT

For value received, the undersigned assigns this Contract to:

STATE'S
EXHIBIT

D(2082)

SSA 17804

INDIANA RETAIL INSTALLMENT CONTRACT

Date of Contract: <u>8-15-00</u>		BUYER refers to all persons signing this Contract as Buyer (called You, Your, and Yours).	
CREDITOR (called Seller or We, Us, and Our)		NAME AND ADDRESS:	
Name: <u>LINDO SUPER SPA</u>		Buyer's Name: <u>Gabrielle Bowenzi</u>	
Address: [REDACTED]		Buyer's Address: [REDACTED] City: [REDACTED] State and Zip: [REDACTED]	
State: [REDACTED] Zip Code: [REDACTED]		Co-Buyer's Name: [REDACTED]	
		Co-Buyer's Address: [REDACTED] City: [REDACTED] State and Zip: [REDACTED]	

Buyer's Last Name: <u>BOWENZI</u> First Name: <u>GABRIELLE M</u>		Social Security No.: [REDACTED]		# Dependents Besides Self: [REDACTED]	
Street Address: [REDACTED]		How Long: [REDACTED]		<input type="checkbox"/> Renting <input type="checkbox"/> Buying <input type="checkbox"/> Boarding-Private	
Previous Address Totaling at Least 3 Years: [REDACTED]		Paid To: [REDACTED]		[REDACTED]	
Employer & Address: [REDACTED]		How Long: [REDACTED]		Net Monthly Salary: [REDACTED]	
Previous Employer if less than 3 years: [REDACTED]		How Long: [REDACTED]		Telephone: [REDACTED] Occupation: [REDACTED]	
2 Credit References (Location and Acct. No. Required): [REDACTED]		[REDACTED]		[REDACTED]	
Co-Buyer's Last Name: First: [REDACTED] A.I. [REDACTED]		Date of Birth: [REDACTED] Age: [REDACTED]		Social Security No.: [REDACTED]	
Street Address: [REDACTED] City: [REDACTED] State: [REDACTED] Zip Code: [REDACTED]		How Long: [REDACTED]		<input type="checkbox"/> Renting <input type="checkbox"/> Buying <input type="checkbox"/> Boarding-Private	
Previous Address Totaling at Least 3 Years: [REDACTED]		How Long: [REDACTED]		Net Monthly Salary: [REDACTED]	
Employer & Address: [REDACTED]		How Long: [REDACTED]		Telephone: [REDACTED] Occupation: [REDACTED]	
Previous Employer if less than 3 years: [REDACTED]		How Long: [REDACTED]		Telephone: [REDACTED] Occupation: [REDACTED]	
2 Credit References (Location and Acct. No. Required): [REDACTED]		[REDACTED]		[REDACTED]	
Bank or Credit Union Account: <input type="checkbox"/> Checking <input type="checkbox"/> Savings		Acct. # [REDACTED]		Address: [REDACTED]	

DISCLOSURE OF YOUR CREDIT COSTS

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price	ITEMIZATION OF AMOUNT FINANCED
The cost of your credit as a yearly rate:	The dollar amount of the credit will cost you:	The amount of credit provided to you or on your behalf:	The amount you will have paid after you have made all payments as scheduled:	The total cost of your purchase or credit including your downpayment:	(A) <u>\$200</u> Cash Price including taxes (B) <u>\$200</u> Credit toward cash price (C) <u>\$0</u> Amount financed
Your payment schedule: Payments of \$ <u>10</u> are due on the <u>15</u> day of each month beginning <u>8-15-00</u>					CONTRACT COVERAGE: We shall provide you the services which shall be available upon your signing this Contract. <u>Spa Membership</u> Type: <u>Don't Buy</u> Term: <u>8-15-00 / 8-15-02</u> Persons Covered: <u>Gabrielle Bowenzi</u>
LATE CHARGE: If we do not receive your payment within 10 days after the date it is due, we may charge you the lesser of 5% of the unpaid amount of your Payment or \$13.00.					
PREPAYMENT: If you pay off early, you may be entitled to a refund of part of the finance charge.					
See the other provisions of your Retail Installment Contract for additional information about non-payment, default, any required repayment in full before the scheduled date, and prepayment refunds.					

PROMISE TO PAY: YOU PROMISE TO PAY THE TOTAL OF PAYMENTS ACCORDING TO YOUR PAYMENT SCHEDULE SHOWN ABOVE.

ADDITIONAL TERMS AND CONDITIONS OF THIS RETAIL INSTALLMENT CONTRACT ARE ON THE BACK.

YOU CONFIRM RECEIVING A COMPLETED COPY OF THIS CONTRACT WITH DISCLOSURES OF YOUR CREDIT COSTS.

BUYER'S RIGHT TO CANCEL: IF YOU WISH TO CANCEL THIS CONTRACT, YOU MUST DO SO IN WRITING. THE NOTICE MUST SAY THAT YOU DO NOT WISH TO BE BOUND BY THE CONTRACT AND MUST BE SENT CERTIFIED OR REGISTERED MAIL OR DELIVERED TO THE SELLER BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER YOU SIGN THIS CONTRACT. (THE SPA LAW CONSIDERS SATURDAY A BUSINESS DAY). YOU MUST RETURN WITH THE NOTICE ALL CONTRACTS, MEMBERSHIP CARDS AND OTHER DOCUMENTS OR EVIDENCE OF MEMBERSHIP.

SHOULD THE BUYER CANCEL THIS CONTRACT, ALL MONEY PAID PURSUANT TO SAME SHALL BE REFUNDED WITHIN THIRTY (30) DAYS OF THE RECEIPT OF THE NOTICE OF CANCELLATION, AND IN ADDITION IF THE BUYER HAS EXECUTED ANY CREDIT OR LOAN AGREEMENT TO PAY FOR ALL OR PART OF THE CANCELLED HEALTH SPA SERVICES THAT AGREEMENT SHALL BE CANCELLED AND THE ORIGINAL RETURNED TO THE BUYER WITHIN THIRTY (30) DAYS OF RECEIPT OF THE NOTICE OF CANCELLATION.

YOU OR YOUR ESTATE MAY ALSO CANCEL THIS CONTRACT IF: (A) YOU DIE; (B) YOU BECOME TOTALLY PHYSICALLY DISABLED FOR THE REST OF THE CONTRACT; (C) THE HEALTH SPA FACILITY IS MOVED TO A LOCATION MORE THAN 5 MILES FROM ITS ORIGINAL LOCATION; (D) THE SERVICES YOU PAUGHT ARE NO LONGER AVAILABLE BECAUSE WE PERMANENTLY DISCONTINUED OUR OPERATIONS. WE MAY REQUIRE AND VERIFY REASONABLE PROOF OF YOUR TOTAL PHYSICAL DISABILITY OR DEATH. IF YOU CLAIM YOU ARE TOTALLY DISABLED, WE MAY REQUIRE A PHYSICAL EXAMINATION AT OUR EXPENSE BY A DOCTOR AGREEABLE TO BOTH YOU AND US. IF YOU CANCEL FOR ANY OF THESE REASONS, WE MAY KEEP THE PART OF THE TOTAL PRICE REPRESENTING SERVICES YOU HAVE RECEIVED PLUS ANY EXPENSES WE INCURRED UP TO 25% OF THE TOTAL CONTRACT PRICE.

STATE'S EXHIBIT

C(162)

Seller's Signature

Buyer's Signature

Co-Buyer's Signature

SPA RULES AND REGULATIONS

SERVICES: The Buyer(s) agrees to purchase the following described services including but not limited to the following: Use of exercise equipment, wet room facilities, dressing facilities and jogging facilities. Seller agrees to provide the foregoing, however, reserves the right to add to, delete from, or change services and/or facilities at the Seller's discretion.

TRANSFER OF MEMBERSHIP: This membership may not be sold or transferred to another person or party.

SIGNING IN: All members upon entering the Spa are required to sign in. Members must present membership card and other suitable identification as requested by Spa personnel in order to gain entrance.

GUEST PRIVILEGES: Members are invited to bring or send their friends to the Spa for a complimentary trial and figure analysis as the member's guest without cost or obligation. Member can bring or send in as many guests as they like. However, the same friend may not come in as a guest more than one time. All guests must register at the desk and be under the complete supervision and guidance of an instructor. Absolutely no one under 18 years of age is allowed guest privileges unless accompanied by parent or guardian.

EXERCISE CLOTHING: Women: Leotards, slacks, lights or any other suitable apparel that will not restrict freedom of movement. Men: Gym trunks and T-shirt or sweat suit. White sweat socks or soft soled gym shoes must be worn at all times in exercise area. No other type of clothing will be permitted without specific approval of the Spa manager. Swim suits and loose fitting shorts are not allowed in the exercise area. Swim trunks and swim suits must be worn in Spa area. Member must shower before entering Spa area. Member must dry thoroughly before leaving Spa area prior to entering locker room.

COURSE INSTRUCTION: All programs are outlined during the member's first 3 visits. Member understands and agrees to follow programs without constant supervision.

SAFETY FIRST REGULATIONS: Do not start a machine until in position and then follow treatment exactly as prescribed by the instructor. Absolutely no smoking in the exercise, or locker, or pool area. Smoking permitted only in the lobby. No drinks or foods of any sort will be taken past the lobby.

TIME USE OF EQUIPMENT: Member agrees to follow the designated time use of all machines exactly as they are instructed. This rule will be strictly enforced. Members should limit time in sauna and whirlpool to maximum of 3 minutes or as per instructed. This is for your protection. The Spa will not be liable for anyone who misuses the facilities.

EQUIPMENT MALFUNCTIONS: Member understands that equipment may from time to time be out of order. When special factory parts must be ordered, some units may be out of order for a few days. When this occurs member agrees to follow a regulated substitute program.

USE OF FACILITIES BY MEMBERS: Facilities, equipment, Spa locations, hours, service, rules, regulations, and policies are subject to change without notice at the sole discretion of the Spa and member agrees to accept such change as condition for receiving this membership. All Spas will be closed Sundays, Holidays, and may be for ten days annual major maintenance.

LOST MEMBERSHIP CARD: There is a five dollar (\$5.00) charge to cover cost of replacing a membership card.

LOST OR STOLEN ARTICLES: It is hereby understood and agreed that it is the member's sole responsibility to provide a padlock and to lock all personal property. All locks must be removed from the lockers daily. All locks not removed will be cut off. It is further understood and agreed that the Spa, its Directors, Officers, Agents, and Employees are not responsible for lost or stolen articles, clothing or any other personal property.

CONDUCT OF MEMBER: A member who loans a membership card to a non-member is subject to suspension from the Spa. Member understands and agrees that member is subject to the control and guidance of the Spa Staff while in the Spa and will follow instructions of the Spa personnel. Member agrees to behave in quiet, well-mannered fashion while in the Spa and reserve all criticism of any kind about members, guest, or Spa personnel until in private office with Spa manager. Member agrees not to abuse or mis-use Spa equipment. Membership may be revoked for reasons of intentionally breaking membership and regulations or general undesirable behavior. Judgment of such unusual circumstances shall be solely at the discretion of the Spa management. If membership is revoked for any of the above reasons there will be no refund of amounts paid or waiver of amounts owing. No personal phone calls are allowed on the office phone. Members must use pay phone for personal calls.

UNAVAILABILITY: Seller reserves the right to close or move any facility and transfer memberships to any Spa within five (5) miles from its original location. Should the designated Spa where member enrolled be unavailable for member's use due to damage by fire, act of God, catastrophe or accident, or any other reason beyond the control of the Spa, term and basic membership periods specified will be extended to period equal to the time of such unavailability.

ACCIDENTS: Member acknowledges that the Spa has neither made claims as to medical results nor suggested medical treatment to member. It is expressly agreed that all exercise and treatments and use of all facilities shall be undertaken at the member's own risk, and the member represents that he is physically able to undertake any and all physical exercise and treatments provided. The Spa shall not be liable for any claims or demands, injuries, damages, actions, or causes of action whatsoever to member or property arising out of or connected with the use of any of the services and/or facilities. Member does hereby expressly forever release and discharge the Spa attended and/or any of their affiliated companies of any accident and from all acts of active or passive negligence on the part of such company, corporation or employees. In the case of any accident, member hereby consents to be examined at his expense by a licensed physician who shall report in writing to both parties and member expressly waives any medical privilege.

DEATH: In the event of a member's death, one member of the immediate family may assume the remainder of the original membership term and also any payment of any unpaid monies owed.

MEMBERSHIP TIME EXTENSION: A member may be granted an extension of a non-renewable membership for that period of time (minimum 30 day absence) when they were unable to use the Spa due to illness, etc. The member must send a letter and the membership card along with a \$5.00 handling fee to the seller at the address on their contract copy. When the member is again able to make use of the facilities notify the seller and a new membership card will be sent with an expiration date reflecting the added time. If not reactivated sooner, all membership time extensions will expire in 90 days, which will be the maximum time allowed per year.

AFFILIATES: The Spa is a member of both Allied Health Association and International Physical Fitness Association both of which have fitness centers world wide that will honor affiliated Spa memberships. Both AHA and IPFA will honor the original membership time (Maximum of two (2) years).

MEMBERSHIP RELOCATION: To qualify for relocation, the member must move fifty (50) or more miles radius from the original Spa and should a member permanently relocate to an area more than a fifty (50) mile radius from an affiliated Spa the seller will consider a cancellation of membership. The following are required: A) Verifiable documentation of members new residence. B) Members membership card. C) A \$75.00 cancellation fee. D) All financed accounts for memberships must be current on payments. When the four (4) conditions are met the seller will cause to be cancelled both the membership and any monies due the financing source on the original membership.

ADDITIONAL TERMS AND CONDITIONS

PAYMENT IN ADVANCE: You may prepay all of the amount you still owe at any time. If you do, we will refund any unearned finance charge using the Rule of 78ths, subject to a minimum retention of \$5.00 if the Amount Financed is \$75.00 or less, and \$7.50 if the Amount Financed is more than \$75.00, and we do not earn these respective amounts at the time you prepay. We need not make any finance charge refund of less than \$1.00.

DEFAULT: You are in default if:

- You fail to make any payment when it comes due;
- You make a false statement on your credit application.

LIMITATIONS ON WARRANTIES: There are no warranties or representations, unless:

- We give you a written warranty in connection with this Contract; or
- We give you a service contract within 90 days from the date of this Contract.

LATE CHARGE: If we do not receive your payment within 10 days after the date it is due, we may charge you the lesser of 5% of the unpaid amount of your Payment or \$13.00.

ACCELERATION: If you default, we can demand immediate payment of the entire amount you owe minus the part of the finance charge we have not earned figured by the Rule of 78ths Refund Method. We shall also have the right to keep a minimum Finance Charge of \$5.00 if the Amount Financed is \$75.00 or less, and \$7.50 if the Amount Financed is more than \$75.00, and we do not earn these respective amounts at the time of acceleration. We need not make any finance charge refund of less than \$1.00.

LAW APPLICABLE: Indiana State law governs this Contract.

ATTORNEY'S FEES: If we give this Contract to an attorney for collection, you shall pay reasonable attorney's fees.

INTEREST AFTER MATURITY: After maturity of this Contract, you shall pay interest on any unpaid balance of the Total of payments remaining, at the maximum annual percentage rate allowed by the Uniform Commercial Code enacted by the State of Indiana on 10-1-71.

NOTICE:

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

ASSIGNMENT

For value received, the undersigned assigns this Contract to:

STATE'S
EXHIBIT

C(20f2)



INDIANA RETAIL INSTALLMENT CONTRACT

21891

Date of Contract: <u>7-16-02</u>		BUYER refers to all persons signing this Contract as Buyer (called You, Your and Yours):	
CREDITOR (called Seller or We, Us and Our):		NAME AND ADDRESS:	
INDY FITNESS CENTER			
Name		Buyer's Name	
6355 WEST HAVEN DR.		Buyer's Address City State and Zip	
Address		Co-Buyer's Name	
INDIANAPOLIS, IN 46254		Co-Buyer's Address City State and Zip	
City State Zip Code			

Buyer's Last Name	First	M.I.	Date of Birth	Age	Social Security No.	# Dependents Besides Self	Home Phone No.
Schmidt	Michael	A.					
Street Address	City	State	Zip Code	How Long	<input type="checkbox"/> Renting <input type="checkbox"/> Buying <input type="checkbox"/> Boarding Pmt. \$	Paid To:	
Previous Address Totalling at Least 3 Years							
Employer & Address		How Long	Net Monthly Salary \$		Telephone	Occupation	
Previous Employer if less than 3 years		How Long	IMPORTANT - You need not disclose alimony, child support or separate maintenance income if you do not wish to have it considered as basis for repayment.				
2 Credit References (Location and Acct. No. Required)							
Co-Buyer's Last Name		First	M.I.	Date of Birth	Age	Social Security No.	# Dependents Besides Self
Street Address		City	State	Zip Code	How Long	<input type="checkbox"/> Renting <input type="checkbox"/> Buying <input type="checkbox"/> Boarding Pmt. \$	Home Phone No.
Previous Address Totalling at Least 3 Years							
Employer & Address		How Long	Net Monthly Salary \$		Telephone	Occupation	
Previous Employer if less than 3 years		How Long	IMPORTANT - You need not disclose alimony, child support or separate maintenance income if you do not wish to have it considered as basis for repayment.				
2 Credit References (Location and Acct. No. Required)							
Bank or Credit Union Account		Acct. #	Close Relative		Address		
<input type="checkbox"/> Checking <input type="checkbox"/> Savings			GENE SCHMIDT				

DISCLOSURE OF YOUR CREDIT COSTS

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price	ITEMIZATION OF AMOUNT FINANCED
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including your downpayment of \$ <u>223</u> is	(A) \$ <u>223</u> Cash Price-Including Taxes (B) \$ _____ Credited Toward Cash Price (C) \$ _____ Amount Financed
%	\$	\$	\$	\$	
our payment schedule: Payments of \$ _____ are due on the _____ day of each month beginning _____, 20____.					
LATE CHARGE: If we do not receive your payment within 10 days after the date it is due, we may charge you the lesser of 5% of the unpaid amount of your Payment or \$13.00.					
PREPAYMENT: If you pay off early, you may be entitled to a refund or part of the finance charge.					
See the other provisions of your Retail Installment Contract for additional information about non-payment, default, any required repayment in full before the scheduled date, and prepayment refunds.					
CONTRACT COVERAGE: We sell and you buy the services which shall be available upon your signing this Contract. Spa Membership: <u>Renewal</u> Type: _____ Term: <u>7-16-02 to 7-16-04</u> Persons Covered: _____					

OMISE TO PAY: YOU PROMISE TO PAY THE TOTAL OF PAYMENTS ACCORDING TO YOUR PAYMENT SCHEDULE SHOWN ABOVE.

DITIONAL TERMS AND CONDITIONS OF THIS RETAIL INSTALLMENT CONTRACT ARE ON THE BACK.

U CONFIRM RECEIVING A COMPLETED COPY OF THIS CONTRACT WITH DISCLOSURES OF YOUR CREDIT COSTS.

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Kelly Schmidt Seller's Signature Michael Schmidt Buyer's Signature _____ Co-Buyer's Signature



SPA RULES AND REGULATION

SERVICES: The Buyer(s), agrees to purchase the following described services including but not limited to the following: Use of exercise equipment, wet room facilities, dressing facilities and logging facilities. Seller agrees to provide the foregoing, however, reserves the right to add to, delete from, or change services and/or facilities at the Seller's discretion.

TRANSFER OF MEMBERSHIP: This membership may not be sold or transferred to another person or party.

SIGNING IN: All members upon entering the Spa are required to sign in. Members must present membership card and other suitable identification as requested by Spa personnel in order to gain entrance.

GUEST PRIVILEGES: Members are invited to bring or send their friends to the Spa for a complimentary trial and figure/fitness analysis as the member's guest without cost or obligation. Member can bring or send in as many guests as they like. However, the same friend may not come in as a guest more than one time. All guests must register at the desk and be under the complete supervision and guidance of an instructor. Absolutely no one under 18 years of age is allowed guest privileges unless accompanied by parent or guardian.

EXERCISE CLOTHING: Women: Leotards, slacks, tights or any other suitable apparel that will not restrict freedom of movement. Men: Gym trunks and T-shirt or sweat suit. White sweat socks or soft soled gym shoes must be worn at all times in exercise area. No other type of clothing will be permitted without specific approval of the Spa manager. Swim suits and loose fitting shorts are not allowed in the exercise area. Swim trunks and swim suits must be worn in Spa area. Member must shower before entering Spa area. Member must dry thoroughly before leaving Spa area prior to entering locker room.

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ACCIDENTS: Member acknowledges that the Spa has neither made claims as to medical results nor suggested medical treatment to member. It is expressly agreed that all exercise and treatments and use of all facilities shall be undertaken at the member's own risk, and the member represents that he is physically able to undertake any and all physical exercise and treatments provided. The Spa shall not be liable for any claims or demands, injuries, damages, actions, or causes of action whatsoever to member or property arising out of or connected with the use of any of the services and/or facilities. Member does hereby expressly forever release and discharge the Spa attended and/or any of their affiliated companies of any accident and from all acts of active or passive negligence on the part of such company, corporation or employees. In the case of any accident, member hereby consents to be examined at his expense by a licensed physician who shall report in writing to both parties and member expressly waives any medical privilege.

DEATH: In the event of a member's death, one member of the immediate family may assume the remainder of the original membership term and also any payment of any unpaid monies owed.

MEMBERSHIP TIME EXTENSION: A member may be granted an extension of a non-renewable membership for that period of time (minimum 30 day absence) when they were unable to use the Spa due to illness, etc. The member must send a letter and the membership card along with a \$5.00 handling fee to the seller at the address on their contract copy. When the member is again able to make use of the facilities notify the seller and a new membership card will be sent with an expiration date reflecting the added time. If not reactivated sooner, all membership time extensions will expire in 90 days, which will be the maximum time allowed per year.

AFFILIATES: The Spa is a member of both Allied Health Association and International Physical Fitness Association both of which have fitness centers world wide that will honor affiliated Spa memberships. Both AHA and IPFA will honor the original membership time (Maximum of two (2) years).

MEMBERSHIP RELOCATION: To qualify for relocation, the member must move fifty (50) or more miles radius from the original Spa and should a member permanently relocate to an area more than a fifty (50) mile radius from an affiliated Spa the seller will consider a cancellation of membership. The following are required: A) Verifiable documentation of members new residence. B) Members membership card. C) A \$75.00 cancellation fee. D) All financed accounts for memberships must be current on payments. When the four (4) conditions are met the seller will cause to be cancelled both the membership and any monies due the financing source on the original membership.

ADDITIONAL TERMS AND CONDITIONS

PAYMENT IN ADVANCE: You may prepay all of the amount you still owe at any time. If you do, we will refund any unearned finance charge using the Rule of 78ths, subject to a minimum retention of \$5.00 if the Amount Financed is \$75.00 or less, and \$7.50 if the Amount Financed is more than \$75.00, and we do not earn these respective amounts at the time you prepay. We need not make any finance charge refund of less than \$1.00.

DEFAULT: You are in default if:

- (a) You fail to make any payment when it comes due;
- (b) You make a false statement on your credit application.

LIMITATIONS ON WARRANTIES: There are no warranties or representations, unless:

- (a) We give you a written warranty in connection with this Contract; or
- (b) We give you a service contract within 90 days from the date of this Contract.

LATE CHARGE: If we do not receive your payment within 10 days after the date it is due, we may charge you the lesser of 5% of the unpaid amount of your Payment or \$13.00.

ACCELERATION: If you default, we can demand immediate payment of the entire amount you owe minus the part of the finance charge we have not earned figured by the Rule of 78ths Refund Method. We shall also have the right to keep a minimum Finance Charge of \$5.00 if the Amount Financed is \$75.00 or less, and \$7.50 if the Amount Financed is more than \$75.00, and we do not earn these respective amounts at the time of acceleration. We need not make any finance charge refund of less than \$1.00.

LAW APPLICABLE: Indiana State law governs this Contract.

ATTORNEY'S FEES: If we give this Contract to an attorney for collection, you shall pay reasonable attorney's fees.

INTEREST AFTER MATURITY: After maturity of this Contract, you shall pay interest on any unpaid balance of the Total of payments remaining, at the maximum annual percentage rate allowed by the Uniform Commercial Code enacted by the state of Indiana on 10-1-71.

NOTICE:

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

ASSIGNMENT

For value received, the undersigned assigns this Contract to: _____

**STATE'S
EXHIBIT**

D(2062)

Consumer Protection Division

317-232-6330 atty. General Steve Carter

SSA 18693

INDIANA RETAIL INSTALLMENT CONTRACT

Date of Contract: July 23, 2001
CREDITOR (Seller or Lender) and Corp. Name and Address: LINDO SUPER SPA, 6020 CRAWFORDSVILLE RD, INDIANAPOLIS, INDIANA 46224
Name: Brenda Plummer
Address: 9624
City: INDIANAPOLIS, INDIANA 46224
State: INDIANA
Buyer's Address: 9624
City: INDIANAPOLIS, INDIANA 46224
State and Zip: INDIANA 46224

Buyer's Last Name: Plummer, Brenda
Street Address: [Redacted]
Previous Address Totaling at Least 3 Years: [Redacted]
Employer & Address: [Redacted]
How Long: [Redacted] Net Monthly Salary: [Redacted] Telephone: [Redacted] Occupation: [Redacted]
Previous Employer if less than 3 years: [Redacted]
2 Credit References (Location and Acct. No. Required): [Redacted]
Co-Buyer's Last Name: [Redacted] First: [Redacted] M.I.: [Redacted] Date of Birth: [Redacted] Age: [Redacted] Social Security No.: [Redacted] Dependents Besides Self: [Redacted] Home Phone No.: [Redacted]
Street Address: [Redacted] City: [Redacted] State: [Redacted] Zip Code: [Redacted]
Previous Address Totaling at Least 3 Years: [Redacted]
Employer & Address: [Redacted]
How Long: [Redacted] Net Monthly Salary: [Redacted] Telephone: [Redacted] Occupation: [Redacted]
Previous Employer if less than 3 years: [Redacted]
2 Credit References (Location and Acct. No. Required): [Redacted]
Bank or Credit Union Account: [Redacted]
Checking: [Redacted] Savings: [Redacted]

DISCLOSURE OF YOUR CREDIT COSTS

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Payments	Total Sale Price	ITEMIZATION OF AMOUNT FINANCED
The cost of your credit as a yearly rate.	The dollar amount of the finance charge you will pay.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments scheduled.	The total cost of your purchase on credit, including your downpayment.	(A) \$ 100 Cash Price Including Taxes (B) \$ 100 Credited Toward Cash Price (C) \$ 0 Amount Financed
Your payment schedule: Payments of \$ 100 are due on the day of each month beginning 1-2-01 to 1-2-01					CONTRACT COVERAGE: We sell and you buy the services which shall be available upon your signing this Contract. Spa Membership: [Redacted] Type: [Redacted] Term: 1-2-01 to 1-2-01 Persons Covered: Brenda Plummer
LATE CHARGE: If we do not receive your payment within 10 days after the date it is due, we may charge you the lesser of 5% of the unpaid amount of your payment or \$13.00.					
PREPAYMENT: If you pay off early, you may be entitled to a refund of part of the finance charge.					
See the other provisions of your Retail Installment Contract for additional information about non-payment, default, any required repayment in full before the scheduled date, and prepayment refunds.					

PROMISE TO PAY: YOU PROMISE TO PAY THE TOTAL OF PAYMENTS ACCORDING TO YOUR PAYMENT SCHEDULE SHOWN ABOVE.

ADDITIONAL TERMS AND CONDITIONS OF THIS RETAIL INSTALLMENT CONTRACT ARE ON THE BACK.

YOU CONFIRM RECEIVING A COMPLETED COPY OF THIS CONTRACT WITH DISCLOSURES OF YOUR CREDIT COSTS.

BUYER'S RIGHT TO CANCEL: IF YOU WISH TO CANCEL THIS CONTRACT, YOU MUST DO SO IN WRITING. THE NOTICE MUST SAY THAT YOU DO NOT WISH TO BE BOUND BY THE CONTRACT AND MUST BE SENT CERTIFIED OR REGISTERED MAIL OR DELIVERED TO THE SELLER BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER YOU SIGN THIS CONTRACT. (THE SPA LAW CONSIDERS SATURDAY A BUSINESS DAY). YOU MUST RETURN WITH THE NOTICE ALL CONTRACTS, MEMBERSHIP CARDS AND OTHER DOCUMENTS OR EVIDENCE OF MEMBERSHIP.

SHOULD THE BUYER CANCEL THIS CONTRACT, ALL MONEY PAID PURSUANT TO SAME SHALL BE REFUNDED WITHIN THIRTY (30) DAYS OF THE RECEIPT OF THE NOTICE OF CANCELLATION, AND IN ADDITION IF THE BUYER HAS EXECUTED ANY CREDIT OR LOAN AGREEMENT TO PAY FOR ALL OR PART OF THE CANCELLED HEALTH SPA SERVICES THAT AGREEMENT SHALL BE CANCELLED AND THE ORIGINAL RETURNED TO THE BUYER WITHIN THIRTY (30) DAYS OF RECEIPT OF THE NOTICE OF CANCELLATION.

YOU OR YOUR ESTATE MAY ALSO CANCEL THIS CONTRACT IF: (A) YOU DIE; OR YOU BECOME TOTALLY PHYSICALLY DISABLED FOR THE REST OF THE CONTRACT; OR (B) THE HEALTH SPA FACILITY IS MOVED TO A LOCATION MORE THAN FIFTY MILES FROM ITS ORIGINAL LOCATION; OR (C) THE SERVICES YOU BOUGHT ARE NO LONGER AVAILABLE BECAUSE WE PERMANENTLY DISCONTINUED OUR OPERATIONS. WE MAY REQUIRE AND VERIFY REASONABLE PROOF OF YOUR TOTAL PHYSICAL DISABILITY OR DEATH. IF YOU CLAIM YOU ARE TOTALLY DISABLED, WE MAY REQUIRE A PHYSICAL EXAMINATION AT OUR EXPENSE BY A DOCTOR AGREEABLE TO BOTH YOU AND US. IF YOU CANCEL FOR ANY OF THESE REASONS, WE MAY KEEP THE PART OF THE TOTAL PRICE REPRESENTING SERVICES YOU HAVE RECEIVED PLUS ANY EXPENSES WE INCURRED UP TO 25% OF THE TOTAL CONTRACT PRICE.

STATE'S EXHIBIT E(102)

Buyer's Signature

Co-Buyer's Signature

SPA RULES AND REGULATIONS

SERVICES: The Buyer(s), agrees to purchase the following described services including but not limited to the following: Use of equipment, wet room facilities, tanning facilities and tanning facilities. Seller agrees to provide the foregoing, however, reserves the right to add to, delete from, or change services and/or facilities at the Seller's discretion.

TRANSFER OF MEMBERSHIP: This membership may not be sold or transferred to another person or party.

SIGNING IN: All members upon entering the Spa are required to sign in. Members must present membership card and other suitable identification as requested by Spa personnel in order to gain entrance.

GUEST PRIVILEGES: Members are invited to bring or send their friends to the Spa for a complimentary trial and fitness analysis as the member's guest without cost or obligation. Member card bring of valid as many guests as they like. However, the same friend may not come in as a guest more than one time. All guests must register at the desk and be under the complete supervision and guidance of an instructor. Absolutely no one under 18 years of age is allowed guest privileges unless accompanied by parent or guardian.

EXERCISE CLOTHING: Women: Leotards, slacks, lights or any other suitable apparel that will not restrict freedom of movement. Men: Gym trunks and T-shirt or sweat suit. White sweat socks or socks with white socks. Shoes must be worn at all times in the exercise area. No type of clothing will be permitted without specific approval of the Spa manager. Swim suits and loose fitting shorts are not allowed in the exercise area. Swim trunks and swim suits must be worn in Spa area. Member must shower before entering Spa area. Member must dry thoroughly before leaving Spa area prior to entering locker room.

COURSE INSTRUCTION: All programs are outlined during the member's first 3 visits. Member understands and agrees to follow programs without constant supervision.

SAFETY-FIRST REGULATIONS: Do not start a machine until in position and then follow treatment exactly as prescribed by the instructor. Absolutely no smoking in the exercise, or locker, or pool area. Smoking permitted only in the lobby. No drinks or foods of any sort will be taken past the lobby.

TIME USE OF EQUIPMENT: Member agrees to follow the designated time use of all machines exactly as they are instructed. This rule will be strictly enforced. Members should limit time in sauna and whirlpool to maximum of 3 minutes or as per instruction. This is for your protection. The Spa will not be liable for anyone who misuses the facilities.

EQUIPMENT MALFUNCTIONS: Member understands that equipment may from time to time be out of order. When special factory parts must be ordered, some units may be out of order for a few days. When this occurs member agrees to follow a regulated substitute program.

USE OF FACILITIES BY MEMBERS: Facilities, equipment, Spa locations, hours, service, rules, regulations, and policies are subject to change without notice at the sole discretion of the Spa and member agrees to accept such change as condition for receiving this membership. All Spa will be closed on days, holidays, and may be closed on days of major maintenance.

LOST MEMBERSHIP CARD: There is a five dollar (\$5.00) charge to cover cost of replacing a membership card.

LOST OR STOLEN ARTICLES: It is hereby understood and agreed that it is the member's sole responsibility to provide a padlock and to lock all personal property. All locks must be removed from the lockers daily. All locks not removed will be cut off. It is further understood and agreed that the Spa, its Directors, Officers, Agents, and Employees are not responsible for lost or stolen articles, clothing or any other personal property.

CONDUCT OF MEMBER: A member who loans a membership card to a non-member is subject to suspension from the Spa. Member understands and agrees that member is subject to the control and guidance of the Spa Staff while in the Spa and will follow instructions of the Spa personnel. Member agrees to behave in quiet, well-mannered fashion while in the Spa and reserve all criticism of any kind about members, guest, or Spa personnel until in private office with Spa manager. Member agrees not to abuse or mis-use Spa equipment. Membership may be revoked for reasons of intentionally breaking membership and regulations or general undesirable behavior. Judgment of such unusual circumstances shall be solely at the discretion of the Spa management. If membership is revoked for any of the above reasons there will be no refund of amounts paid or waiver of amounts owing. No personal phone calls are allowed on the office phone. Members must use pay phone for personal calls.

UNAVAILABILITY: Seller reserves the right to close or move any facility and transfer memberships to any Spa within five (5) miles from its original location. Should the designated Spa where member enrolled be unavailable for member's use due to damage by fire, act of God, catastrophe or accident, or any other reason beyond the control of the Spa, term and basic membership periods specified will be extended to period equal to the time of such unavailability.

ACCIDENTS: Member acknowledges that the Spa has neither made claims as to medical results nor suggested medical treatment to member. It is expressly agreed that all exercise and treatments and use of all facilities shall be undertaken at the member's own risk, and the member represents that he is physically able to undertake any and all physical exercise and treatments provided. The Spa shall not be liable for any claims or demands, injuries, damages, actions, or causes of action whatsoever to member or property arising out of or connected with the use of any of the services and/or facilities. Member does hereby expressly release, defend, release and discharge the Spa and its directors, officers, agents, employees, and affiliates from any and all claims, damages, actions, or causes of action arising out of or connected with the use of any of the services and/or facilities. In the case of any accident, member hereby consents to be examined at any time, by a licensed physician who shall report in writing to both parties and member expressly waives any medical privilege.

DEATH: In the event of a member's death, one member of the immediate family may assume the remainder of the original membership term and also any payment of any unpaid monies owed.

MEMBERSHIP TIME EXTENSION: A member may be granted an extension of a non-renewable membership for that period of time (minimum 30 day absence) when they are unable to use the Spa due to illness, etc. The member must send a letter and the membership card along with a \$5.00 handling fee to the seller at the address on their contract copy. When the member is again able to make use of the facilities notify the seller and a new membership card will be sent with an expiration date reflecting the added time. If not reactivated sooner, all membership time extensions will expire in 90 days, which will be the maximum time allowed per year.

AFFILIATES: The Spa is a member of both Allied Health Association and International Physical Fitness Association both of which have fitness centers located in the area that will honor affiliated Spa memberships. Both AHA and IPFA will honor the original membership time (Maximum of two (2) years).

MEMBERSHIP RELOCATION: To qualify for relocation, the member must move fifty (50) or more miles radius from the original Spa and should a member permanently relocate to an area more than a fifty (50) mile radius from an affiliated Spa the seller will consider a cancellation of membership. The following are required: A) Verifiable documentation of member's new residence. B) Member's membership card. C) A \$75.00 cancellation fee. D) All financed accounts for memberships must be current on payments. When the four (4) conditions are met the seller will cause to be cancelled both the membership and any monies due the financing source on the original membership.

ADDITIONAL TERMS AND CONDITIONS

PAYMENT IN ADVANCE: You may prepay all of the amount you still owe at any time. If you do, we will refund any unearned finance charge using the Rule of 78ths, subject to a minimum refund of \$5.00 if the Amount Financed is \$75.00 or less, and \$7.50 if the Amount Financed is more than \$75.00, and we do not give these respective amounts at the time you prepay. We need not make any finance charge refund of less than \$1.00.

DEFAULT: You are in default if:

(a) You fail to make any payment when it is due.

(b) You make a false statement on your credit application.

LIMITATIONS ON WARRANTIES: There are no warranties or representations made by the Seller. We give this Contract to an attorney for collection, unless we are notified in writing within 90 days of the date of this Contract that we should give it to you.

(a) We give you a written warranty in connection with this Contract of:

(b) We give you a service contract within 90 days from the date of this

LATE CHARGE: If we do not receive your payment within 10 days after the date it is due, we may charge you the lesser of 2% of the unpaid amount or \$5.00 per month or \$13.00.

**STATE'S
EXHIBIT**

E(2022)

For value received, the undersigned assigns this Contract to:

INDY FITNESS

Membership Agreement

Member Information

Sandy Nichols

State: Zip:

Home: Business:

Business/Employment:

to: Soc. Sec: Sex:

Emergency Name: Phone:

Name: Birthdate:

AMBASSADOR SPONSORSHIPS:

Name: Phone:

Name: Phone:

Name: Phone:

For office use only:
Minimum Required Date
EFT Paid 12 Paid 24

Membership Information

Type: Status:
Lifestyle: Individual
Plus: Couple
Corporate: Family
Other: Junior
Other: Other

Schedule of Payments

1. Initiation Fee \$
2. Pro-Ration of existing month \$
3. I.D. Card Fee \$
4. Less-Down Payment \$
5. Unpaid Initiation Fee \$
6. Membership Dues \$
7. Total of #'s 1,2,3,4,5 \$
8. Total Amount Financed (Unpaid Balance) \$
9. Finance Charge \$
10. Annual Percentage Rate \$
Payment of Initiation Fee \$
Cash at time of signing \$
Balance Due on 1/20 \$

Terms of Contract

The undersigned Member agrees to accept a membership at "The Club" which membership shall entitle said Member to the use of all facilities at The Club at all times that such facilities are regularly made available to Members, except those specifically set out in the Rules & Regulations of The Club.

The total membership dues of \$ shown herein is payable in monthly payments of \$ commencing on and on the same date of each month thereafter until fully paid. Upon expiration of the term of this agreement, the Club may adjust the monthly dues. Member shall pay installments of the time balance (amount financed), which means the amount of credit provided to member, together with any and all such other sums as are herein agreed to be paid to the Club at its address, etc.

Notice to The Member:

1. Do not sign this agreement before you read it or if it contains any blank spaces
2. You are entitled to an exact copy of the agreement you sign.

A Late Charge of \$20.00 per month will be assessed for each month that your payment is late.

PAYMENT AUTHORIZATION: I authorize my bank to make my payment by the method indicated below, and post it to my account.

☒ CHECKING (Note: for Checking Account Authorization, Attach a Voided Check)

☐ MASTERCARD

☐ VISA

☐ OTHER

Expiration Date: / /

and that I am in full control of my payment, and if at any time I decide to make any changes or discontinue the EFT service, I will write the above company. Change of payment method will not affect other provisions and terms of my agreement, but balance of agreement must be paid in full EFT discontinue.

Address/City/State/Zip

The Member must terminate his or her membership after the expiration of the term set forth above by notifying the Club in writing sixty (60) days prior to the termination date and paying off amounts then owed to the Club in full. Notice of termination may be given by registered mail or by completing forms in the Club's business office.

If the member terminates his or her membership as set forth in the preceding paragraph, the membership will be automatically renewed on a month-to-month basis at the expiration of the term set forth above. The Member will be obliged to pay monthly dues, regardless of whether or not he or she uses the Club facilities, until sixty (60) days after the Club has received written notice of termination.

In the event of default, if this obligation is referred to an attorney, and/or collection agency, the Member agrees to pay, over and above his or her dues, reasonable Club's attorneys fees, court costs and costs of collection.

By the use of the facilities of Indy Fitness, the Member expressly agrees that Indy Fitness shall not be liable for any damages arising from personal injuries sustained by the Member or his guest(s) in, or about the property. Member assumes full responsibility for any injuries, damages or losses which may occur to Member or guest, in or about the premises of said facilities and does hereby fully and forever release, defend, hold harmless and agree to indemnify Indy Fitness owners, employees, and agents from any and all claims, demands, damages, rights of action, of causes of action, whether or future, whether the same be known or unknown, anticipated or unanticipated, resulting from or arising out of the Member's or his guest's use or intended use of the said facilities and equipment thereof provided, however, that nothing contained shall release or discharge Indy Fitness from its negligence or the negligence of its employees, or officers.

Member warrants, represents, and agrees that Member is in good physical condition and that he has no disability, impairment or ailment preventing him from engaging in active or passive exercise that will be determined in inimical to his health, safety, comfort or physical condition if he does so engage or participate. It is recommended that everyone consult their physician before beginning any exercise program. Member shall not be relieved of his obligations to make any payment hereto agreed to and no deduction or allowance from said payments shall be made, by reason of the absence or withdrawal of Member from Membership, or by reason of Member's failure to attend or use the facility except as permitted under Indy Fitness's cancellation policy.

The undersigned has received, read, understands and agrees to abide by and cause family members and guests to abide by the rules & regulations of Indy Fitness as they now exist and as they may from time to time be amended or supplemented.

This agreement is NOT assignable or transferable by the member without the specific agreement & approval of Indy Fitness

This agreement is executed in the State of Indiana and shall be interpreted in accordance with the Law of the State of Indiana. If any particular provision of this agreement shall be deemed invalid, the same shall not affect the balance of this agreement and the remaining provisions hereof.

Not due to the fact that damages under this agreement are difficult to ascertain, that parties mutually agree that in the event of a default, Indy Fitness is entitled to receive the entire agreement balance due as liquidated damages plus all delinquency fees and reasonable attorney fees as provided herein.

YOU have the right to cancel this contract at any time before midnight of the third business day after the date of the contract. To cancel the contract you must deliver a written cancellation notice in person or by certified or registered mail to Indy Fitness Center, 928 Crawfordville Road Speedway, Indiana 46224. Your membership card must accompany the cancellation notice. If you cancel your membership under this provision, you will receive a full refund within thirty (30) days of the date the notice is received by Indy Fitness.

Contract may also be cancelled if one of the following occurs:

Your death

You become totally physically disabled for the duration of the contract.

Indy Fitness is moved to a location more than five (5) miles from its current facility.

The contract services are no longer available because Indy Fitness permanently discontinues its operation.

Within the contract for one of these four (4) reasons, you or your representative must deliver a written notice as stated above. You will receive a refund within thirty (30) days of the receipt of the cancellation notice, but Indy Fitness may retain that portion of the contract which represents service used or completed plus reimbursement for the expenses incurred in amount not to exceed twenty-five (25%) total membership amount. Under no circumstances may Indy Fitness demand more than the full contract price.

Member Representative:

Mr 1 (Guarantor)

Mr 2 (Guarantor)

STATE'S
EXHIBIT

INDIANA RETAIL INSTALLMENT CONTRACT

21025 22025



Date of Contract: <u>10/17/02</u>		BUYER refers to all persons signing this Contract as Buyer (called You, Your and Yours):	
CREDITOR (called Seller or We, Us and Our):		NAME AND ADDRESS:	
INDY FITNESS CENTER			
Name	6355 WEST HAVEN DR.	Buyer's Name	
Address	INDIANAPOLIS, IN 46254	Buyer's Address	City State and Zip
City	State	Zip Code	
Co-Buyer's Name		Co-Buyer's Address	City State and Zip

Buyer's Last Name	First	M.I.	Date of Birth	Age	Social Security No.	# Dependents Besides Self	Home Phone No.
Hanson	Angela	R					
Street Address	City	State	Zip Code	How Long	<input type="checkbox"/> Renting <input type="checkbox"/> Buying <input type="checkbox"/> Boarding Pmt. \$	Paid To:	
Previous Address Totaling at Least 3 Years							
Employer & Address			How Long	Net Monthly Salary \$	Telephone	Occupation	
Previous Employer if less than 3 years			How Long	IMPORTANT - You need not disclose alimony, child support or separate maintenance income if you do not wish to have it considered as basis for repayment.			
2 Credit References (Location and Acct. No. Required)							
Co-Buyer's Last Name	First	M.I.	Date of Birth	Age	Social Security No.	# Dependents Besides Self	Home Phone No.
Street Address	City	State	Zip Code	How Long	<input type="checkbox"/> Renting <input type="checkbox"/> Buying <input type="checkbox"/> Boarding Pmt. \$	Paid To:	
Previous Address Totaling at Least 3 Years							
Employer & Address			How Long	Net Monthly Salary \$	Telephone	Occupation	
Previous Employer if less than 3 years			How Long	IMPORTANT - You need not disclose alimony, child support or separate maintenance income if you do not wish to have it considered as basis for repayment.			
2 Credit References (Location and Acct. No. Required)							
Bank or Credit Union Account	Acct. #	Close Relative	Address				
<input type="checkbox"/> Checking <input type="checkbox"/> Savings		Keith Hanson					

DISCLOSURE OF YOUR CREDIT COSTS

Keith Hanson's other year

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your downpayment of \$ _____ is \$ _____	ITEMIZATION OF AMOUNT FINANCED (A) \$ _____ Cash Price-Including Taxes (B) \$ _____ Credited Toward Cash Price (C) \$ _____ Amount Financed
Your payment schedule: Payments of \$ _____ are due on the _____ day of each month beginning _____, 20____.					
LATE CHARGE: If we do not receive your payment within 10 days after the date it is due, we may charge you the lesser of 5% of the unpaid amount or your Payment or \$13.00.					
PREPAYMENT: If you pay off early, you may be entitled to a refund or part of the finance charge.					
See the other provisions of your Retail Installment Contract for additional information about non-payment, default, any required repayment in full before the scheduled date, and prepayment refunds.					
CONTRACT COVERAGE: We sell and you buy the services which shall be available upon your signing this Contract.					
Spa Membership: _____					
Type: _____					
Term: _____					
Persons Covered: _____					

PROMISE TO PAY: YOU PROMISE TO PAY THE TOTAL OF PAYMENTS ACCORDING TO YOUR PAYMENT SCHEDULE SHOWN ABOVE.

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Sarah J. Imhoff
Seller's Signature

Angela R. Hanson
Buyer's Signature

Co-Buyer's Signature

STATE'S EXHIBIT

6

SSA 18216

INDIANA RETAIL INSTALLMENT CONTRACT

Date of Contract: <u>11/1/00</u>		BUYER refers to all persons signing this Contract as Buyer (called "You and Yours").	
CREDITOR (called Seller or We, Us, and Our):		NAME AND ADDRESS:	
NAME AND ADDRESS:		Cindy Anderson	
Name: LINDO SUPER SPA		Buyer's Address: _____ City: _____ State: _____	
Address: 6020 CRAWFORDSVILLE RD		Co-Buyer's Name: _____	
City: INDIANAPOLIS, INDIANA 46224		Co-Buyer's Address: _____ City: _____ State: _____	
State: _____ Zip Code: _____			

Buyer's Last Name: <u>Anderson</u> First: <u>Cindy</u>		Dependents: <u>None</u>	
Street Address: _____ City: _____ State: _____ Zip Code: _____		How Long: _____	
Previous Address Totalling at Least 3 Years: _____		Employer & Address: _____	
How Long: _____		Net Monthly Salary: _____	
Telephone: _____		Occupation: _____	
IMPORTANT: You need not disclose alimony, child support or separate maintenance income if you do not wish to have it considered as basis for repayment.			
Date of Birth: _____ Age: _____		Social Security No.: _____	
Dependents: _____		Home Phone No.: _____	
Previous Address Totalling at Least 3 Years: _____		How Long: _____	
Employer & Address: _____		Net Monthly Salary: _____	
How Long: _____		Telephone: _____	
Occupation: _____			
Previous Employer if less than 3 years: _____		How Long: _____	
2 Credit References (Location and Acct. No. Required): _____			
Bank or Credit Union Account: _____		Close Relative: _____	
Checking: <input type="checkbox"/> Savings: <input type="checkbox"/>		Address: _____	

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The cost of your credit as a yearly rate.	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	The amount you will have paid after you have made all payments as scheduled	The total cost of your purchase on credit, including your downpayment of \$ _____ is	(A) \$ _____ Cash Price, including (B) \$ _____ Credited Toward Cash (C) \$ _____ Amount Financed
Your payment schedule: Payments of \$ _____ are due on the _____ day of each month beginning _____					CONTRACT COVERAGE: We sell the services which shall be available upon signing this Contract.
LATE CHARGE: If we do not receive your payment within 10 days after the date it is due, we may charge you the lesser of 5% of the unpaid amount of your payment or \$13.00.					Spa Membership: _____
PREPAYMENT: If you pay off early, you may be entitled to a refund of part of the finance charge.					Type: <u>Renewal</u>
See the other provisions of your Retail Installment Contract for additional information about non-payment, default, any required repayment in full before the scheduled date, and prepayment refunds.					Term: <u>Renewable - 97</u>
					Persons Covered: <u>Cindy A. Anderson</u>

PROMISE TO PAY: YOU PROMISE TO PAY THE TOTAL OF PAYMENTS ACCORDING TO YOUR PAYMENT SCHEDULE SHOWN ABOVE.

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SHOULD THE BUYER CANCEL THIS CONTRACT, ALL MONEY PAID PURSUANT TO SAME SHALL BE REFUNDED WITHIN THIRTY (30) DAYS OF THE RECEIPT OF THE NOTICE OF CANCELLATION, AND IN ADDITION IF THE BUYER HAS EXECUTED ANY CREDIT OR LOAN AGREEMENT TO PAY FOR ALL OR PART OF CANCELLED HEALTH SPA SERVICES THAT AGREEMENT SHALL BE CANCELLED AND THE ORIGINAL RETURNED TO THE BUYER WITHIN THIRTY (30) DAYS OF THE NOTICE OF CANCELLATION.

YOU OR YOUR ESTATE MAY ALSO CANCEL THIS CONTRACT IF: (A) YOU DIE; (B) YOU BECOME TOTALLY PHYSICALLY DISABLED FOR THE REST OF YOUR LIFE; (C) THE HEALTH SPA FACILITY IS MOVED TO A LOCATION MORE THAN 10 MILES FROM ITS ORIGINAL LOCATION; (D) THE SERVICES YOU BOUGHT LONGER AVAILABLE BECAUSE WE PERMANENTLY DISCONTINUED OUR OPERATIONS. WE MAY REQUIRE AN ADVISORY REASONABLE PROOF OF YOUR PHYSICAL DISABILITY OR DEATH. IF YOU CLAIM YOU ARE TOTALLY DISABLED, WE MAY REQUIRE A PHYSICAL EXAMINATION AT OUR EXPENSE BY A PHYSICIAN AGREEABLE TO BOTH YOU AND US. IF YOU CANCEL FOR ANY OF THESE REASONS, WE MAY KEEP THE PART OF THE TOTAL PRICE REPRESENTING SE YOU HAVE RECEIVED PLUS ANY EXPENSES WE INCURRED UP TO 25% OF THE TOTAL CONTRACT PRICE.

STATE'S EXHIBIT

H

Matt Crawley

Seller's Signature

Cindy Anderson

Buyer's Signature

Co-Buyer's Signature



INDIAN REVEAL INSTALLMENT CONTRACT

21063

2000

Date of Contract: <u>11-15-02</u>		BUYER refers to all persons signing this Contract as Buyer (called You, Your and Yours):	
CREDITOR (called Seller or We, Us and Our):		NAME AND ADDRESS:	
INDY FITNESS CENTER			
Name		Buyer's Name	
6355 WEST HAVEN DR.		Buyer's Address City State and Zip	
Address		Co-Buyer's Name	
INDIANAPOLIS, IN 46254		Co-Buyer's Address City State and Zip	
City	State	Zip Code	

Buyer's Last Name	First	M.I.	Date of Birth	Age	Social Security No.	# Dependents Besides Self	Home Phone No.
<u>Fuller</u>	<u>John</u>	<u>M</u>	<u>[REDACTED]</u>				
Street Address	City	State	Zip Code	How Long	<input type="checkbox"/> Renting <input type="checkbox"/> Buying <input type="checkbox"/> Boarding Pmt. \$	Paid To:	
<u>[REDACTED]</u>							
Previous Address Totaling at Least 3 Years							
Employer & Address				How Long	Net Monthly Salary \$	Telephone	Occupation
<u>[REDACTED]</u>						<u>1281</u>	<u>RN</u>
Previous Employer if less than 3 years				How Long	IMPORTANT - You need not disclose alimony, child support or separate maintenance income if you do not wish to have it considered as basis for repayment.		
2 Credit References (Location and Acct. No. Required)							
Co-Buyer's Last Name	First	M.I.	Date of Birth	Age	Social Security No.	# Dependents Besides Self	Home Phone No.
Street Address	City	State	Zip Code	How Long	<input type="checkbox"/> Renting <input type="checkbox"/> Buying <input type="checkbox"/> Boarding Pmt. \$	Paid To:	
<u>[REDACTED]</u>							
Previous Address Totaling at Least 3 Years							
Employer & Address				How Long	Net Monthly Salary \$	Telephone	Occupation
<u>[REDACTED]</u>							
Previous Employer if less than 3 years				How Long	IMPORTANT - You need not disclose alimony, child support or separate maintenance income if you do not wish to have it considered as basis for repayment.		
2 Credit References (Location and Acct. No. Required)							
Bank or Credit Union Account	Acct. #	Close Relative		Address			
<input type="checkbox"/> Checking <input type="checkbox"/> Savings		<u>Ed Fuller</u>		<u>[REDACTED]</u>			

DISCLOSURE OF YOUR CREDIT COSTS

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including your downpayment of \$ _____ is
_____ %	\$ _____	\$ _____	\$ _____	\$ _____

Your payment schedule: _____ Payments of \$ _____ are due on the _____ day of each month beginning _____, 20_____.

LATE CHARGE: If we do not receive your payment within 10 days after the date it is due, we may charge you the lesser of 5% of the unpaid amount of your Payment or \$13.00.

PREPAYMENT: If you pay off early, you may be entitled to a refund or part of the finance charge.

For Retail Installment Contract for additional information about non-payment, it in full before the scheduled date, and prepayment refunds.

ITEMIZATION OF AMOUNT FINANCED

- (A) \$ 250 Cash Price-Including Taxes
(B) \$ X Credited Toward Cash Price
(C) \$ X Amount Financed

CONTRACT COVERAGE: We sell and you buy the services which shall be available upon your signing this Contract:

Spa Membership: 1/4 P/F
Type: 1
Term: 11-15-02 to 11-15-05
Persons Covered: _____

STATE'S EXHIBIT

I (Indy)

PLEASE TO PAY THE TOTAL OF PAYMENTS ACCORDING TO YOUR PAYMENT SCHEDULE SHOWN ABOVE.

Sorry about poor quality. Enclosed is a check for the amount of \$13.00.

Previous Address Totalling at Least 3 Years					Paid To:				
Employer & Address			How Long	Net Monthly Salary	Telephone		Occupation		
Previous Employer if less than 3 years			How Long	IMPORTANT - You need not disclose alimony, child support or separate maintenance income if you do not wish to have it considered as basis for repayment.					
2 Credit References (Location and Acct. No. Required)									
Co-Buyer's Last Name		First	M.I.	Date of Birth	Age	Social Security No.		# Dependents Besides Self	Home Phone No.
Street Address		City	State	Zip Code	How Long	<input type="checkbox"/> Renting <input type="checkbox"/> Buying <input type="checkbox"/> Boarding Pmt. \$		Paid To:	
Previous Address Totalling at Least 3 Years									
Employer & Address			How Long	Net Monthly Salary	Telephone		Occupation		
Previous Employer if less than 3 years			How Long	IMPORTANT - You need not disclose alimony, child support or separate maintenance income if you do not wish to have it considered as basis for repayment.					
2 Credit References (Location and Acct. No. Required)									
Bank or Credit Union Account <input type="checkbox"/> Checking <input type="checkbox"/> Savings			Acct. #	Close Relative			Address		

DISCLOSURE OF YOUR CREDIT COSTS

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including your downpayment of \$ _____ is
_____%	\$ _____	\$ _____	\$ _____	\$ _____

Your payment schedule: _____ Payments of \$ _____ are due on the _____ day of each month beginning _____, 20____.

LATE CHARGE: If we do not receive your payment within 10 days after the date it is due, we may charge you the lesser of 5% of the unpaid amount of your Payment or \$13.00.

PREPAYMENT: If you pay off early, you may be entitled to a refund or part of the finance charge.

See the other provisions of your Retail Installment Contract for additional information about non-payment, default, any required repayment in full before the scheduled date, and prepayment refunds.

ITEMIZATION OF AMOUNT FINANCED

- (A) \$ 250 Cash Price-Including Taxes
- (B) \$ _____ Credited Toward Cash Price
- (C) \$ _____ Amount Financed

CONTRACT COVERAGE: We sell and you buy the services which shall be available upon your signing this Contract:

Spa Membership: 1/15/02 to 1/15/03

Type: _____

Term: 1/15/02 to 1/15/03

Persons Covered: _____

PROMISE TO PAY: YOU PROMISE TO PAY THE TOTAL OF PAYMENTS ACCORDING TO YOUR PAYMENT SCHEDULE SHOWN ABOVE.

ADDITIONAL TERMS AND CONDITIONS OF THIS RETAIL INSTALLMENT CONTRACT ARE ON THE BACK.

YOU CONFIRM RECEIVING A COMPLETED COPY OF THIS CONTRACT WITH DISCLOSURES OF YOUR CREDIT COSTS.

BUYER'S RIGHT TO CANCEL: IF YOU WISH TO CANCEL THIS CONTRACT, YOU MUST DO SO IN WRITING. THE NOTICE MUST SAY THAT YOU DO NOT WISH TO BE BOUND BY THE CONTRACT AND MUST BE SENT CERTIFIED OR REGISTERED MAIL OR DELIVERED TO THE SELLER BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER YOU SIGN THIS CONTRACT. (THE SPA LAW CONSIDERS SATURDAY A BUSINESS DAY). YOU MUST RETURN WITH THE NOTICE ALL CONTRACTS, MEMBERSHIP CARDS AND OTHER DOCUMENTS OR EVIDENCE OF MEMBERSHIP.

IF THE BUYER CANCEL THIS CONTRACT: ALL MONEY PAID PURSUANT TO SAME SHALL BE REFUNDED WITHIN THIRTY (30) DAYS OF THE RECEIPT OF THE NOTICE OF CANCELLATION, AND IN ADDITION IF THE BUYER HAS EXECUTED ANY CREDIT OR LOAN AGREEMENT TO PAY FOR ALL OR PART OF THE CANCELLED HEALTH SPA SERVICES THAT AGREEMENT SHALL BE CANCELLED AND THE ORIGINAL RETURNED TO THE BUYER WITHIN THIRTY (30) DAYS OF RECEIPT OF THE NOTICE OF CANCELLATION.

YOU OR YOUR ESTATE MAY ALSO CANCEL THIS CONTRACT IF: (A) YOU DIE; (B) YOU BECOME TOTALLY PHYSICALLY DISABLED FOR THE REST OF THE CONTRACT; (C) THE HEALTH SPA FACILITY IS MOVED TO A LOCATION MORE THAN 5 MILES FROM ITS ORIGINAL LOCATION; (D) THE SERVICES YOU BOUGHT ARE NO LONGER AVAILABLE BECAUSE WE PERMANENTLY DISCONTINUED OUR OPERATIONS. WE MAY REQUIRE AND VERIFY REASONABLE PROOF OF YOUR TOTAL PHYSICAL DISABILITY OR DEATH. IF YOU CLAIM YOU ARE TOTALLY DISABLED, WE MAY REQUIRE A PHYSICAL EXAMINATION AT OUR EXPENSE BY A DOCTOR AGREEABLE TO BOTH YOU AND US. IF YOU CANCEL FOR ANY OF THESE REASONS, WE MAY KEEP THE PART OF THE TOTAL PRICE REPRESENTING SERVICES YOU HAVE RECEIVED PLUS ANY EXPENSES WE INCURRED UP TO 25% OF THE TOTAL CONTRACT PRICE.

Seller's Signature

Buyer's Signature

STATE'S
EXHIBIT

I(2 of 4)

Buyer's Signature

SPA RULES AND REGULATIONS

SERVICES: The Buyer(s), agrees to purchase the following described services including but not limited to the following: Use of exercise equipment, wet room facilities, dressing facilities and logging facilities. Seller agrees to provide the foregoing, however, reserves the right to add to, delete from, or change services and/or facilities at Seller's discretion.

TRANSFER OF MEMBERSHIP: This membership may not be sold or transferred to another person or party.

SIGNING IN: All members upon entering the Spa are required to sign in. Members must present membership card and other suitable identification as requested by staff personnel in order to gain entrance.

GUEST PRIVILEGES: Members are invited to bring or send their friends to the Spa for a complimentary trial and figure/fitness analysis as the member's guest with no cost or obligation. Member can bring or send in as many guests as they like. However, the same friend may not come in as a guest more than one time. All guests must register at the desk and be under the complete supervision and guidance of an instructor. Absolutely no one under 18 years of age is allowed guest privileges unless accompanied by parent or guardian.

EXERCISE CLOTHING: Women: Leotards, slacks, tights or any other suitable apparel that will not restrict freedom of movement. Men: Gym trunks and T-shirt or sweat suit. White sweat socks or soft soled gym shoes must be worn at all times in exercise area. No other type of clothing will be permitted without specific approval of the Spa manager. Swim suits and loose fitting shorts are not allowed in the exercise area. Swim trunks and swim suits must be worn in Spa area. Member must shower before entering Spa area. Member must dry thoroughly before leaving Spa area prior to entering locker room.

COURSE INSTRUCTION: All programs are outlined during the member's first 3 visits. Member understands and agrees to follow programs without constant supervision.

SAFETY FIRST REGULATIONS: Do not start a machine until in position and then follow treatment exactly as prescribed by the instructor. Absolutely no smoking in the exercise, or locker, or pool area. Smoking permitted only in the lobby. No drinks or foods of any sort will be taken past the lobby.

TIME USE OF EQUIPMENT: Member agrees to follow the designated time use of all machines exactly as they are instructed. This rule will be strictly enforced. Member should limit time in sauna and whirlpool to maximum of 3 minutes or as per instruction. This is for your protection. The Spa will not be liable for anyone who misuses the facilities.

EQUIPMENT MALFUNCTIONS: Member understands that equipment may from time to time be out of order. When special factory parts must be ordered, some units may be out of operation a few days. When this occurs member agrees to follow a regulated substitute program.

USE OF FACILITIES BY MEMBERS: Facilities, equipment, Spa locations, hours, service, rules, regulations, and policies are subject to change without notice at the sole discretion of the Spa and member agrees to accept such change as condition for receiving this membership. All Spas will be closed Sundays, Holidays, and may be for ten days annual major maintenance.

LOST MEMBERSHIP CARD: There is a five dollar (\$5.00) charge to cover cost of replacing a membership card.

LOST OR STOLEN ARTICLES: It is hereby understood and agreed that it is the member's sole responsibility to provide a padlock and to lock all personal property. All locks must be removed from the lockers daily. All locks not removed will be cut off. It is further understood and agreed that the Spa, its Directors, Officers, Agents, and Employees are not responsible for lost or stolen articles, clothing or any other personal property.

CONDUCT OF MEMBER: A member who loans a membership card to a non-member is subject to suspension from the Spa. Member understands and agrees that member is subject to the control and guidance of the Spa staff while in the Spa and will follow instructions of the Spa personnel. Member agrees to behave in quiet, well-mannered fashion while in the Spa and reserve all criticism of any kind about members, guest, or Spa personnel until in private office with Spa manager. Member agrees not to abuse or mis-use Spa equipment. Membership may be revoked for reasons of intentionally breaking membership and regulations or general undesirable behavior. Judgment of such unusual circumstances shall be solely at the discretion of the Spa management. If membership is revoked for any of the above reasons there will be no refund of amounts paid or waiver of amounts owing. No personal phone calls are allowed on the office phone. Members must use pay phone for personal calls.

UNAVAILABILITY: Seller reserves the right to close or move any facility and transfer memberships to any Spa within five (5) miles from its original location. Should the designated Spa where member enrolled be unavailable for member's use due to damage by fire, act of God, catastrophe or accident, or any other reason beyond the control of the Spa, term and basic membership periods specified will be extended to period equal to the time of such unavailability.

ACCIDENTS: Member acknowledges that the Spa has neither made claims as to medical results nor suggested medical treatment to member. It is expressly agreed that all exercise and treatments and use of all facilities shall be undertaken at the member's own risk, and the member represents that he is physically able to undertake any and all exercise and treatments provided by the Spa. Spa shall not be liable for any claims or damages, or causes of action whatsoever to member or property arising out of or connected with the use of any of the services and/or facilities. Member does hereby expressly, forever release and discharge the Spa, its officers and/or any of their affiliated companies from any accident and from all acts of active or passive negligence on the part of such company, corporation or employees. In the case of any accident, member hereby consents to be examined at his expense by a licensed physician who shall report in writing to both parties and member expressly waives any medical privilege.

DEATH: In the event of a member's death, one member of the immediate family may assume the remainder of the original membership term and also any payment of any unpaid monies owed.

MEMBERSHIP TIME EXTENSION: A member may be granted an extension of a non-renewable membership for that period of time (minimum 30 day absence) when they were unable to use the Spa due to illness, etc. The member must send a letter and the membership card along with a \$5.00 handling fee to the seller at the address on their contract copy. When the member is again able to make use of the facilities notify the seller and a new membership card will be sent with an expiration date reflecting the added time. If not reactivated sooner, all membership time extensions will expire in 90 days, which will be the maximum time allowed per year.

AFFILIATES: The Spa is a member of both Allied Health Association and International Physical Fitness Association both of which have fitness centers world wide that will honor affiliated Spa memberships. Both AHA and IPFA will honor the original membership time (Maximum of two (2) years).

MEMBERSHIP RELOCATION: To qualify for relocation, the member must move fifty (50) or more miles radius from the original Spa and should a member permanently relocate to an area more than a fifty (50) mile radius from an affiliated Spa the seller will consider a cancellation of membership. The following are required: A) Verifiable documentation of members new residence. B) Members membership card. C) A \$75.00 cancellation fee. D) All financed accounts for memberships must be current on payments. When the four (4) conditions are met the seller will cause to be cancelled both the membership and any monies due the financing source on the original membership.

ADDITIONAL TERMS AND CONDITIONS

PAYMENT IN ADVANCE: You may prepay all of the amount you still owe at any time. If you do, we will refund any unearned finance charge using the Rule of 78s, subject to a minimum retention of \$5.00 if the Amount Financed is \$75.00 or less, and \$7.50 if the Amount Financed is more than \$75.00, and we do not make these respective amounts at the time you prepay. We need not make any

ACCELERATION: If you default, the entire amount you owe minus the principal figured by the Rule of 78ths Refund: a minimum Finance Charge of \$5.00 and \$7.50 if the Amount Financed is

STATE'S
EXHIBIT

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ot earned
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0 or less,

TIME USE OF EQUIPMENT: Member agrees to the designated time use of all machines exactly as the instructions state. This rule will be strictly enforced. Members could limit time in sauna and whirlpool to maximum of 3 minutes or as per instructed. This is for your protection. The Spa will not be liable for anyone who misuses the facilities.

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ACCIDENTS: Member acknowledges that the Spa has neither made claims as to medical results nor suggested medical treatment to member. It is expressly agreed that exercise and treatments and use of all facilities shall be undertaken at the member's own risk, and the member represents that he is physically able to undertake any and all physical exercise and treatments provided. The Spa Shall not be liable for any claims or demands, injuries, damages, actions, or causes of action whatsoever to member or property arising out of or connected with the use of any of the services and/or facilities. Member does hereby expressly waive, release and discharge the Spa, its owners and/or any of their affiliated companies of any accident and from all acts of active or passive negligence on the part of such company, corporation or employees. In the case of any accident, member hereby consents to be examined at his expense by a licensed physician who shall report in writing to both parties and member expressly waives any medical privilege.

SUCCESSOR: In the event of a member's death, one member of the immediate family may assume the remainder of the original membership term and also any payment of any unpaid monies owed.

MEMBERSHIP TIME EXTENSION: A member may be granted an extension of a non-renewable membership for that period of time (minimum 30 day absence) when they are unable to use the Spa due to illness, etc. The member must send a letter and the membership card along with a \$5.00 handling fee to the seller at the address on their contract copy. When the member is again able to make use of the facilities notify the seller and a new membership card will be sent with an expiration date reflecting added time. If not reactivated sooner, all membership time extensions will expire in 90 days, which will be the maximum time allowed per year.

AFFILIATES: The Spa is a member of both Allied Health Association and International Physical Fitness Association both of which have fitness centers world wide that will honor affiliated Spa memberships. Both AHA and IPFA will honor the original membership time (Maximum of two (2) years).

MEMBERSHIP RELOCATION: To qualify for relocation, the member must move fifty (50) or more miles radius from the original Spa and should a member permanently relocate to an area more than a fifty (50) mile radius from an affiliated Spa the seller will consider a cancellation of membership. The following are required: A) Verifiable documentation of members new residence. B) Members membership card. C) A \$75.00 cancellation fee. D) All financed accounts for memberships must be current on payments. When the four (4) conditions are met the seller will cause to be cancelled both the membership and any monies due the financing source on the original membership.

ADDITIONAL TERMS AND CONDITIONS

PAYMENT IN ADVANCE: You may prepay all of the amount you still owe at any time. If you do, we will refund any unearned finance charge using the Rule of 78s, subject to a minimum retention of \$5.00 if the Amount Financed is \$75.00 or less, and \$7.50 if the Amount Financed is more than \$75.00, and we do not receive these respective amounts at the time you prepay. We need not make any finance charge refund of less than \$1.00.

DEFAULT: You are in default if:
You fail to make any payment when it comes due;
You make a false statement on your credit application.

WARRANTIES ON WARRANTIES: There are no warranties or representations, express or implied.
We give you a written warranty in connection with this Contract; or
We give you a service contract within 90 days from the date of this Contract.

FINANCE CHARGE: If we do not receive your payment within 10 days after the date due, we may charge you the lesser of 5% of the unpaid amount of your payment or \$13.00.

ACCELERATION: If you default, we can demand immediate payment of the entire amount you owe minus the part of the finance charge we have not earned figured by the Rule of 78ths Refund Method. We shall also have the right to keep a minimum Finance Charge of \$5.00 if the Amount Financed is \$75.00 or less, and \$7.50 if the Amount Financed is more than \$75.00, and we do not earn these respective amounts at the time of acceleration. We need not make any finance charge refund of less than \$1.00.

LAW APPLICABLE: Indiana State law governs this Contract.

ATTORNEY'S FEES: If we give this Contract to an attorney for collection, you shall pay reasonable attorney's fees.

INTEREST AFTER MATURITY: After maturity of this Contract, you shall pay interest on any unpaid balance of the Total of payments remaining, at the maximum annual percentage rate allowed by the Uniform Commercial Code enacted by the state of Indiana on 10-1-71.

NOTICE:

HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

ASSIGNMENT

When value received, the undersigned assigns this Contract to: _____

STATE'S
EXHIBIT

I (4 of 4)

MEMBERSHIP AGREEMENT WITH ZIKE'S NAUTILUS I, Inc.

MEMB. #

This Membership Agreement is entered into by and between:

1414 Main St. Speedway
Indianapolis, IN 46224

Name (First, Middle Initial, Last) Gene Reed (Member) 10-1-86
Date
Occupation
City, State, Zip

And Zike's Nautilus I, Inc. (Zike's)

TERMS:		TIME:		WITHIN 30 DAYS AFTER MEMBERS	
DOWN PAYMENT: <u>49.00</u>		<input type="checkbox"/> 6 MONTH		EXPIRATION DATE. IF MEMBER DOES NOT PAY	
ENROLLMENT DATE: <u>10-1-86</u>		<input type="checkbox"/> 18 MONTH		SAID AMOUNT WITHIN SAID TIME. MEMBERS	
EXPIRATION DATE: <u>10-1-89</u>		<input checked="" type="checkbox"/> 36 MONTH		MEMBERSHIP WILL EXPIRE. AND MEMBER MAY	
RENEWAL AMOUNT: <u>99.00</u>		<input type="checkbox"/> OTHER		NOT RENEW HIS MEMBERSHIP UNDER THIS	
RENEWAL DATE: <u>10-1-89</u>		<input checked="" type="checkbox"/> MEMBER MAY RENEW HIS MEMBERSHIP		AGREEMENT. BUT MUST SIGN A NEW	
TYPE:		ANNUALLY FOR A ONE YEAR PERIOD		MEMBERSHIP AGREEMENT AT NEW	
<input checked="" type="checkbox"/> INDIVIDUAL		FOLLOWING MEMBERS EXPIRATION DATE. FOR		MEMBERSHIP PRICES PREVAILING AT THAT	
<input type="checkbox"/> FAMILY		\$ <u>99.00</u> PAYABLE TO ZIKE'S		TIME.	
<input type="checkbox"/> BUDDY					
<input type="checkbox"/> CORPORATE					
<input type="checkbox"/> COMMISSION					

MEMBERSHIP PRICE PAYMENT TERMS: MEMBER SHALL PAY THE MEMBERSHIP PRICE IN _____ EQUAL INSTALLMENTS ACCORDING TO THE FOLLOWING SCHEDULE.

NO.	PAYMENT AMOUNT	DUE DATE	NO.	PAYMENT AMOUNT	DUE DATE	NO.	PAYMENT AMOUNT	DUE DATE	NO.	PAYMENT AMOUNT	DUE DATE
1.			4.			7.			10.		
2.	<u>SEE RETAIL</u>	<u>10-1-86</u>	5.			8.			11.		
3.			6.			9.			12.		

TERMS

1. **RULES.** Member shall comply with Zike's rules and policies. These rules and policies shall be posted in at least one conspicuous place at Zike's facility. From time to time, Zike's may change or delete the existing rules and policies. Member shall comply with any changed, deleted, or added rules and policies. Initial Gene

2. **DISCLAIMER.** Zike's makes no warranty of merchantability, implied or express, or of fitness for any particular purpose, concerning any goods, equipment, services, information, or advice Zike's gives or offers Member. ZIKE'S GIVES NO MEDICAL OR PHYSIOLOGICAL ADVICE OR INFORMATION upon which Member is entitled to rely. Member should consult a medical doctor for such advice and information. Initial Gene

3. **FAILURE TO USE FACILITIES.** Member agrees and understands that his failure to use Zike's facilities does not relieve Member of his duty to pay the Membership Price in full according to the terms of this Agreement. In special limited circumstances (relating primarily to physiological disability), Zike's may, in Zike's sole discretion, release Member from this agreement, and make a pro-rata refund of the Membership Price based on the length of time remaining in the Term of the Membership. If Zike's grants Member a refund, Zike's will provide Member a written release from this Agreement. No releases or refunds will be made orally. Initial Gene

4. **DEFAULT.** "Default" is defined as failing to pay any installment of the Membership price, when due, or failure to observe, perform, or comply with, any of the terms, covenants, or conditions of this Agreement, including, but not limited to habitual failure to comply with Zike's rules and policies. If Member commits any act of default, Zike's may, in its sole discretion, terminate this Agreement by written notice to Member, and Member shall not be entitled to any refund or return of any money paid prior to termination. If Member fails to make any installments of the Membership Price when due, and Zike's, in its sole discretion, elects not to terminate this Agreement, Zike's may accelerate all installments of the Membership Price due or to become due, and Member shall pay to Zike's interest on any past due installment at the rate of eighteen percent (18%) per annum, (computed daily) from the date the installment is due until paid. If Member pays any installment with a check that is not paid upon proper presentation, then in addition to the aforesaid interest, Member shall pay to Zike's a protest fee of ten dollars (\$10.00) for each check not paid. The failure of Zike's to exercise any of its remedies upon Member's default shall not be a waiver of Zike's remedies, nor of Zike's right to require strict and complete performance of this Agreement after the default. If Zike's has to employ an attorney to enforce this Agreement, or to exercise Zike's remedies, Member shall pay to Zike's a reasonable attorney fee, whether the fee is contingent or in the nature of indemnification. Member shall pay to Zike's any expense Zike's incurs in enforcing this Agreement, or in exercising its remedies upon Member's default. Initial Gene

5. **NON-ASSIGNABILITY.** This Agreement is not assignable by Member. Member may not give, loan, lease, or sell his Membership to any other person. Initial Gene

6. **MISCELLANEOUS.** This Agreement is binding upon the successors, heirs, distributees, and personal representatives of Member. The masculine, feminine, neuter, singular, and plural are interchangeable as the context requires. This Agreement is the entire agreement of the parties. If any provision of this Agreement is determined void, invalid, or illegal, it shall be stricken and the rest of the Agreement shall survive. Zike's remedies are cumulative. This Agreement shall be construed, interpreted and enforced according to the laws of the State of Indiana. Initial Gene

7. **PARENTS.** You may not bring children ages twelve (12) and under, in Fitness Center during your workout time. All guests, including children, must go through a program accompanied by an instructor. Initial Gene

8. **TERMINATION.** Member may cancel this agreement before midnight of the third full business day after Member signs this agreement by personally delivering to Zike's, or by sending by certified or registered U.S. mail to Zike's, written notice of termination. Member or Member's estate may cancel this agreement at any time upon the occurrence of any of the following:

- (1) The Member dies.
- (2) The Member becomes totally physically disabled for the duration of the agreement.
- (3) Zike's is moved to a location that is more than five (5) miles from the original facility.
- (4) The services are no longer available as provided in the agreement because of Zike's permanent discontinuance of operation.

9. **I ACKNOWLEDGE THAT I HAVE RECEIVED A COPY OF THE RELEASE OF LIABILITY AND ASSUMPTION OF RISK, THAT I HAVE READ IT, THAT I UNDERSTAND IT, AND WILL NOT SIGN IT UNTIL I UNDERSTAND IT.** Initial Gene

X Gene Reed
Printed: Gene Reed

Member's Age: 35 Date: 10-1-86

X Gene Reed

Printed: _____

Member's Age: _____ Date: _____

Printed: _____

Member's Age: _____ Date: _____

By Thomas R. Zike Date: 10-1-86

Title: President

Zike's Nautilus I, Inc.

By Thomas R. Zike Date: 10-1-86

Title: President

Zike's Nautilus I, Inc.

By Thomas R. Zike Date: 10-1-86

Title: President

Zike's Nautilus I, Inc.

By Thomas R. Zike Date: 10-1-86

Title: President

Zike's Nautilus I, Inc.

By Thomas R. Zike Date: 10-1-86

Title: President

RELEASE AND ASSUMPTION OF RISK FOR MEMBERS

A. **DEFINITION.** "Zike's Facility" includes the area in or about the building structure, the equipment, the showers and locker room area, and the staff and their knowledge and expertise. Initial Gene

B. **RELEASE FROM LIABILITY.** Member releases Zike's, its employees, agents or representatives from all liability, claims, demands, actions, and causes of action arising out of or related to any loss, damage, or injury, including death to Member, that Member may sustain or to any property of Member while in, upon, or about Zike's Facility. This release applies despite any past medical problems Member may have. Initial Gene

C. **ASSUMPTION OF RISK.** Member, being aware of the risks and hazards inherent in using Zike's Facility and participating in any exercise program, voluntarily elects to enter Zike's Facility, knowing its present condition and knowing that its condition could be hazardous and dangerous during the time that Member is upon Zike's Facility. Member voluntarily assumes all risk of loss, damage, or injury, including death to Member, or to Member's property while in, upon, or about Zike's Facility. Initial Gene

D. **GENERAL TERMS RELATING TO RELEASE AND ASSUMPTION OF RISK.** Member acknowledges and represents that he has read this Release and Assumption of Risk, understands them and signs and agrees to them voluntarily and that Member is 18 years of age or older and is of sound mind. If Member is less than 18 years of age, Member and Member's Guardian represent that they have discussed this Release and Assumption of Risk, makes consent to, and enters into this Release and Assumption of Risk on behalf of Member. Initial Gene

Member acknowledges that Zike's has made no promise or inducement to Member, other than as stated herein, to make and enter into this Release and Assumption of Risk. Initial Gene

Member acknowledges that he is not relying upon any statement or representation by Zike's, or its agents, or its employees, or representatives and that he is authorized to sign, make and enter into this Release and Assumption of Risk and accepts full responsibility for so doing. Initial Gene

Member agrees that this Release and Assumption of Risk is a full and final release of all possible claims that may arise from the use of Zike's Facility. This Release and Assumption of Risk is binding upon the successors, distributees, heirs and personal representatives of Member. Initial Gene

I WILL NOT SIGN THIS RELEASE AND ASSUMPTION OF RISK UNTIL I READ AND UNDERSTAND IT. IF I DO NOT UNDERSTAND IT, I WILL SEEK COMPETENT ADVICE. Initial Gene

Member's Signature: Gene Reed

Age: 35

No. 039

STATE'S
EXHIBIT
J

4351-46th INDIANA RETAIL INSTALLMENT CONTRACT
Judy Fikes 21100 ~~00110~~

Date of Contract 1-1-11
CREDITOR (called Seller or We, Is and Our):
NAME AND ADDRESS:

INDY FITNESS CENTER

Name _____

155 WEST HALL - N DR.

Appendix

INDIANAPOLIS, IN 46254

City

BUYER refers to all persons signing this Contract as Buyer (called You, Your and Yours):
NAME AND ADDRESS:

Buyer's Name

Buyer's Address

City _____ State and Zip _____

Co-Buyer's Name

Co-Buyer's Address _____ City _____ State and Zip _____

Buyer's Last Name BULLOCK	First DAVID	M.I. A	Date of Birth	Age	Social Security No.	# Dependents Besides Self	Home Phone No.
Street Address	City	State	Zip Code	How Long	<input type="checkbox"/> Renting <input type="checkbox"/> Buying	<input type="checkbox"/> Boarding Pmt. \$	
Previous Address Totalling at Least 3 Years							
Employer's Address	City	State	Zip Code	How Long	Net Monthly Salary	Telephone	Occupation
Previous Employer if less than 3 years							
2 Credit References (Location and Acct. No. Required)							
Co-Buyer's Last Name	First	M.I.	Date of Birth	Age	Social Security No.	# Dependents Besides Self	Home Phone No.
Street Address	City	State	Zip Code	How Long	<input type="checkbox"/> Renting <input type="checkbox"/> Buying	<input type="checkbox"/> Boarding Pmt. \$	
Previous Address Totalling at Least 3 Years							
Employer's Address	City	State	Zip Code	How Long	Net Monthly Salary	Telephone	Occupation
Previous Employer if less than 3 years							
2 Credit References (Location and Acct. No. Required)							
Bank or Credit Union Account	Acct. #	Close Relative	Address				
<input type="checkbox"/> Checking <input type="checkbox"/> Savings							

DISCLOSURE OF YOUR CREDIT COSTS

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate is <u>12</u>	FINANCE CHARGE The dollar amount the credit will cost you. <u>12</u>	Amount Financed The amount of credit provided to you or on your behalf. <u>12</u>	Total of Payments The amount you will have paid after you have made all payments as <u>12</u>	Total Sale Price The total cost of your purchase on credit, including your down payment <u>12</u>
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ITEMIZATION OF AMOUNT FINANCED

(A) ~~300~~ Cash Price-Including Taxes
(B) ~~300~~ Credited Toward Cash Price

**STATE'S
EXHIBIT.**

$K(10^2)$

UNIT HACT COVERAGE: We sell and you buy the services which shall be available upon your signing this Contract.

Spa Membership: _____

Type: _____

Term: _____

Persons Covered: _____

_____ are due on the _____ day of each month beginning _____, 20____.

LATE CHARGE: If we do not receive your payment within 10 days after the date it is due, we may charge you the lesser of 5% of the unpaid amount or \$13.00.

PRE PAYMENT: If you pay off early, you may be entitled to a refund or part of the finance charge.

(See the other provisions of your Retail Installment Contract for additional information about non-payment, default, any required repayment in full before the scheduled date, and prepayment refunds.)

PROMISE TO PAY: YOU PROMISE TO PAY THE TOTAL OF PAYMENTS ACCORDING TO YOUR PAYMENT SCHEDULE SHOWN ABOVE.

ADDITIONAL TERMS AND CONDITIONS OF THIS RETAIL INSTALLMENT CONTRACT ARE ON THE BACK.

YOU CONFIRM RECEIVING A COMPLETED COPY OF THIS CONTRACT WITH DISCLOSURES OF YOUR CREDIT COSTS.

BUYER'S RIGHT TO CANCEL: IF YOU WISH TO CANCEL THIS CONTRACT, YOU MUST DO SO IN WRITING. THE NOTICE MUST SAY THAT YOU DO NOT WISH TO BE BOUND BY THE CONTRACT AND MUST BE SENT CERTIFIED OR REGISTERED MAIL OR DELIVERED TO THE SELLER BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER YOU SIGN THIS CONTRACT. (THE SPA LAW CONSIDERS SATURDAY A BUSINESS DAY). YOU MUST RETURN WITH THE NOTICE ALL CONTRACTS, MEMBERSHIP CARDS AND OTHER DOCUMENTS OR EVIDENCE OF MEMBERSHIP.

SHOULD THE BUYER CANCEL THIS CONTRACT: ALL MONEY PAID PURSUANT TO SAME SHALL BE REFUNDED WITHIN THIRTY (30) DAYS OF THE RECEIPT OF THE NOTICE OF CANCELLATION, AND IN ADDITION IF THE BUYER HAS EXECUTED ANY CREDIT OR LOAN AGREEMENT TO PAY FOR ALL OR PART OF THE CANCELLED HEALTH SPA SERVICES THAT AGREEMENT SHALL BE CANCELLED AND THE ORIGINAL RETURNED TO THE BUYER WITHIN THIRTY (30) DAYS OF RECEIPT OF THE NOTICE OF CANCELLATION.

YOU OR YOUR ESTATE MAY ALSO CANCEL THIS CONTRACT IF: (A) YOU DIE; (B) YOU BECOME TOTALLY PHYSICALLY DISABLED FOR THE REST OF THE CONTRACT; (C) THE HEALTH SPA FACILITY IS MOVED TO A LOCATION MORE THAN 5 MILES FROM ITS ORIGINAL LOCATION; (D) THE SERVICES YOU BOUGHT ARE NO LONGER AVAILABLE BECAUSE WE PERMANENTLY DISCONTINUED OUR OPERATIONS. WE MAY REQUIRE AND VERIFY REASONABLE PROOF OF YOUR TOTAL PHYSICAL DISABILITY OR DEATH. IF YOU CLAIM YOU ARE TOTALLY DISABLED, WE MAY REQUIRE A PHYSICAL EXAMINATION AT OUR EXPENSE BY A DOCTOR AGREEABLE TO BOTH YOU AND US. IF YOU CANCEL FOR ANY OF THESE REASONS, WE MAY KEEP THE PART OF THE TOTAL PRICE REPRESENTING SERVICES YOU HAVE RECEIVED PLUS ANY EXPENSES WE INCURRED UP TO 25% OF THE TOTAL CONTRACT PRICE.

[Signature] Seller's Signature

[Signature] Buyer's Signature

[Signature] Co-Buyer's Signature

was not renewed

Renewed 07/01/17 \$99 per year

